VOL. XXXIX., No. 3.

The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 17, 1894.

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CURRENT TOPICS.

LAST WEEK Mr. Justice KEKEWICH completed his fortnight of hearing witness actions, and during this week and next Mr. Justice CHITTY hears witness actions, his motions and unopposed petitions being taken by Mr. Justice NORTH.

DURING THIS week the Court of Appeal have had the assistance of Lord HALSBURY on days when the Lord Chancellor was absent, and the hearing of Chancery final appeals is being continued in Court of Appeal No. 2. Those which appeared in the printed list at the commencement of the sittings are nearly exhausted, but several have been set down since. The Queen's Bench final appeals still present a large list for Court of Appeal No. 1.

IT IS ANNOUNCED that the Board of Trade have appointed a committee "to inquire what amendments are necessary in the Acts relating to joint-stock companies incorporated with limited liability, especially with a view to the better prevention of fraud in relation to the formation and management of companies, and to consider and report upon the clauses of a draft Bill which will be laid before them for that purpose." The committee, which includes Lord DAVEY, Mr. Justice CHITTY, Mr. Justice VAUGHAN WILLIAMS, Sir ALBERT ROLLIT, M.P., Mr. H. B. BUCKLEY, Q.C., Mr. F. B. PALMER, Mr. JOHN HOLLAMS, and Mr. F. CRISP (Ashurst, Morris, & Co.), together with representatives of the commercial class and the accountants, is undoubtedly a very strong one, and not at all likely to be led away by any crude proposals which the officials of the Board may have embodied in the draft Bill. The general purport of some of the provisions which are likely to be contained in such Bill may probably be guessed from the last report of the Board of Trade on companies' liquidation, which stated that the most frequent abuses arise from the exercise of the power by which directors proceed to allotment on a purely nominal share subscription; the want of a limit to the borrowing powers of a company; and the fact that registration of debentures is not essential to their validity. There can, we think, be no doubt that the power of issuing debentures to an unlimited amount to vendors ought to be checked, and in other directions some provision may be made for the prevention of fraud in the formation and management of companies. The difficulty in these cases is to make enactments which will not embarrass legitimate and *bond fide* companies; but, as we said before, the committee may be trusted to attend to this, and we rejoice to see that so good a precedent has been

set as the reference of the Bill to such a committee. With this precedent before him, the Lord Chancellor can hardly refuse to refer the question of compulsory registration of title to an equally strong and impartially-composed committee or commission.

A VAST SCHEME for obtaining a comparative record of the legislation of all the English-speaking States of the world has been propounded by Mr. ILBERT, and has been received with much applause. Whether the scheme will continue to be favourably regarded we have very great doubt. That it will entail considerable labour and expense is certain, and, before giving the scheme practical effect, it ought to be equally certain that considerable benefit will result from it. Apparently, the anticipated benefit is twofold. With all the laws of the Colonies and of the United States at hand, it would be possible, it is said, for an English lawyer to advise on cases there arising. Practically, this reason furnishes very slight ground for a new departure. The laws of the Colonies are already accessible in our legal libraries, and by reference to these an English lawyer may sometimes advise safely as to proceedings in the Colonies. But as soon as any doubt arises, he will recommend a reference to a lawyer on the spot, and he would do the same if he had Mr. ILBERT'S "Record" at his disposal. We are not aware that the legislation of the different states of the American Union is accessible to residents in this country, and from the point of view of the practising lawyer it is probably just as well that it is not. Even American lawyers have the greatest difficulty in keeping themselves abreast of the rapid output of law, statute and judge-made, and the occasions would be rare when an English lawyer could safely advise on points of American law. But the supporters of the scheme seem to rely still more on the guidance our own Legislature might receive from the contemplation of the legislative experiments of other States. As a rule, we imagine that such guidance would be of no practical value. It is already admitted that the mere perusal of a given law teaches nothing. We must know how it has worked. We must also know the conditions which have led to it. These are inquiries of great difficulty, and to undertake them systematically for the whole body of the law of English-speaking States would involve enormous waste of time and money. In particular cases the results might be useful—as to the liability of employers, for instance, or the effect of a compulsory eight hours' day; but these are cases which can be dealt with by themselves as the need for information arises. There is no good object to be gained by accumulating a vast amount of useless material. We are, in fact, not greatly concerned in knowing the output of colonial legislatures. To a large extent, it consists of statutes similar to those which exist on our own statute book. In any case, there is little or nothing to be gained from this source which can assist the natural development of our own law in the manner dictated by the requirements of this country.

THE FINANCE ACT, 1894, has made an important change in the incidence of succession duty on real property in cases where the successor is competent to dispose of the property. Formerly the duty on real property was a charge on the interest of the successor only, so that if that interest was equitable only, a purchaser who obtained the legal estate without notice of the trust in favour of the successor, took free from that trust, and, therefore, free from the duty. The interest of the successor in moneys to arise from real property under an absolute trust for sale was to be deemed personal property (see the Act of 1853, s. 29, as amended by 51 Vict. c. 8, s. 21). The result was that where land was held in trust for sale it was not necessary to inquire as to succession duty, for, as the duty was chargeable as if the property were personal, the duty was a charge on the interest of the successor so long only as the property remained in the ownership or control of the successor or his trustees (see the Act of 1853, s. 42). The question arises whether a purchaser taking land on a sale by trustees for sale is, if he has notice that on a death after the 1st of August, 1894, the whole or a share of the property has devolved on a person competent to dispose of it, bound to see to the payment of the duty. In cases where he has no notice of the death he appears to be safe (see the Act of 1853, s. 53). The question is one of great difficulty. Some little light appears to be thrown on it by the definition of "property" in the Act of 1894. "The expression 'property' includes real property and personal property, and the proceeds of sale thereof respectively, and any money or investment for the time being representing the proceeds of sale." It may be that the object of this wide definition of "property" is to enable the Crown to enforce a charge of duty not only on the property originally subject to it, but, in case of its being sold, against the property for the time being representing it; and if this be the true object of the definition, it will not help us. But it appears also to have another object—viz., where the property after duty attaches is properly sold, so as to be conveyed free from duty, to make the duty attach to the substituted property. It will be observed that in cases where the successor is not the sole owner, so as to be able to put an end to the trust for sale, the property to which he becomes entitled is not the real property itself, it is only a share in the proceeds of sale, so that in this case probably the duty does not attach on the real property itself, it only attaches on the proceeds of sale. On the other hand, if the successor is the sole owner and is able to elect to take the property as realty, it will probably be held that the duty attaches on the land itself.

IF OUR correspondent "Common Law," whose letter we print in another column, will look at the last paragraph on page 311 of the Annual Practice, 1895, he will find the authority he seeks. Our correspondent says he has always understood that if the amount of the debt be accepted without the costs, the latter cannot afterwards be obtained, and he adds that his opinion in this respect has been confirmed by competent common law men. We are well aware that there has always been an impression that this was the rule of common law, but there is good reason to believe that the impression was not well grounded. In *Wylie* v. *Phillips* (5 Dowl. 644), at any rate, we have a common law case to the contrary, decided as far back as 1837, and in 1894 we have a common law judge accepting that case as a good authority and acting upon it. The headnote to *Wylie* v. *Phillips* is as follows:—"Where the debt has been paid after writ issued, but before service thereof, and the [plaintiff's] attorney is aware of the payment, he has no right to proceed further with the action, although he will be entitled to the costs of the writ." In the unreported case of *Watkins* v. *Nixey* (in chambers, April 11, 1894, see Annual Practice, 1895, p. 312) Mr. Justice WRIGHT heard an application for costs of an action where the debt had been paid before service, but payment of costs refused. The plaintiff's solicitor, being determined to clear the point from doubt if possible, served the writ, although the debt had been paid, and issued a summons before the judge for costs. The learned judge accepted *Wyllie* v. *Phillips* (*ubi sup.*) as a binding authority in favour of the plaintiff's right to costs, and made the order. That would appear to be sufficient to remove our correspondent's impression so far as concerns cases of payment before service. As regards payment after service and before appearance, we have the case of *Hughes* v. *Justin* (42 W. R. 339; 1894, 1 Q. B. 667). In that case the plaintiff and defendant met after the writ was issued and before it was served. The defendant shewed the plaintiff that there was a set-off, and paid the actual amount due, which the plaintiff accepted. The plaintiff's solicitor, however, served the defendant afterwards in order to compel payment of the costs, and, on his failing to appear, signed judgment and issued execution for the debt and costs. According to instructions, the sheriff levied for the costs only. The judgment and execution were upheld by the Divisional Court, but were set aside by the Court of Appeal, on the ground that the plaintiff had no right to enter judgment for the debt when it had been paid. But the plaintiff's right to the costs was, at the same time, fully established. The Master of the Rolls said that the plaintiff "was wrong in signing judgment for more than was then due, and as nothing was due *he could only sign judgment for the costs*"; and one of the terms imposed by the order setting the judgment aside was that the plaintiff should pay the costs up to but not

including judgment. The principle laid down in these cases is that in every case where a plaintiff is driven to issue a writ to recover his debt he is entitled to the costs of the writ. That principle would apply with greater force after appearance and after the issue of a summons under order 14 than before service or appearance. If "Common Law" will read again our previous remarks on this subject (*ante*, p. 2) in the light of the cases here cited, he will, we think, see that they are in accordance with the law on this point.

An ingenious argument on the effect of section 5 of the Mortmain and Charitable Uses Act, 1891, seems to have been employed in the case of *Re Hume, Forbes* v. *Hume*. The Mortmain and Charitable Uses Act, 1888, reproduces in section 4 the provisions of the old Mortmain Act (9 Geo. 2, c. 36) with regard to assurances for charitable purposes, and by the definition clause (section 10 (1)) the term "assurance" is made to include "will." Hence, *primâ facie*, an assurance by will for charitable purposes must conform to the requirements of sub-sections (2) and (3)—that is, it must take effect in possession from the time of making the assurance—in the case of a will this would, perhaps, be the death of the testator—and there must be no reservation or provision for the benefit of the assuror or any person claiming under him. Formerly, of course, it was unnecessary to apply these provisions to devises, inasmuch as the subsequent provisions, that an assurance for charitable purposes must be by deed, and must be made at least twelve months before the death of the assuror, rendered any assurance by will out of the question. These latter provisions, however, are clearly repealed by the express enactment of section 5 of the Act of 1891, that land may be assured by will to or for the benefit of any charitable use. What effect, then, has the enactment on the earlier sub-sections of section 4 of the Act of 1888? In the case of *Re Hume* a testatrix, by her will made in October, 1890, created certain life interests in the residue of her real and personal estate, and, subject thereto, directed that the residue, or such part thereof as might be lawfully applicable for the purpose, should go to a charity. She died in March, 1892, and, on the authority of *Re Bridger* (42 W. R. 179; 1894, 1 Ch. 297), the Act of 1891 applies, notwithstanding the date of the will. But treating the will as an "assurance" within section 4 of the Act of 1888, it is possible to urge that it violates the requirements of sub-sections (2) and (3), inasmuch as the gift to the charity did not take effect in possession, and there was a provision for the benefit of the life tenants. Apparently, however—and so Stirling, J., held—the effect of section 5 of the Act of 1891 is to take charitable devises entirely out of the operation of the Act of 1888. The section does not enable a charity to hold the devised land, and, therefore, the conditions upon which alone land may be vested in a charity are not applicable. The restriction on mortmain is effected in another way. The charitable devise is saved, but at the same time the land is taken from the charity, and the proceeds of sale substituted. It was held accordingly in *Re Hume* that the whole of the residue, subject to the life interests, was well given to the charity.

In the important case of *Rhodes* v. *Moules* (reported elsewhere) the Court of Appeal have reversed the decision of Kekewich, J., and have held Messrs. Hughes & Masterman responsible for the loss occasioned by the misconduct of their late partner, Mr. Rew. This result appears to be due to the circumstance that the Court of Appeal have taken a different view of the facts from that which commended itself to Kekewich, J. Rhodes, who was a client of the firm, was, in 1891, anxious to obtain a loan of £1,000 on the security of freehold property. Mrs. Moules and her son, Mr. E. R. Moules, who were also clients of the firm, were willing to make the advance, but Rew, who had the conduct of the matter, told Rhodes that the security was insufficient, and Rhodes accordingly handed over to him share warrants payable to bearer as additional security. Rew at first retained these in his own custody. Subsequently he sold them and misappropriated the proceeds. Mrs. Moules and her son had, in fact, never asked for further security, and they never knew anything about the delivery of the share warrants to Rew. His partners were in a like state of ignorance. Kekewich, J., held that the arrangement between Rew and Rhodes with regard to the share warrants never took any very definite form, but that apparently Rew was intended to keep the warrants for the purpose of applying the dividends in payment of the interest due on the mortgage, without actually including them as security for the principal. Hence he treated the warrants as delivered by Rhodes to Rew for safe custody, and since the receipt for safe custody of securities payable to bearer is beyond the ordinary scope of a solicitor's business (see *Cleather* v. *Twisden*, 33 W. R. 435, 28 Ch. D. 340), he held that Rew's partners were not liable. The Court of Appeal have taken a different view as to the effect of the delivery of the securities. They have treated them as delivered to Rew simply as security for the loan, and with the understanding on the part of Rhodes that Rew received them for the mortgagees. Hence it is no longer a question of delivery by Rhodes for safe custody, but of delivery by him of part of the property comprised in the mortgage to the solicitor of the mortgagees. *Cleather* v. *Twisden* was distinguished, therefore, as being an authority only on the receipt for safe custody of securities payable to bearer. Whether a solicitor is ordinarily authorized to receive such securities, as part of a mortgage transaction, for transmission to the mortgagee is a different question. The Court of Appeal appear to have considered that he is, and probably this view is correct. It is in accordance with the rule that it is the ordinary business of a solicitor to receive money for any specific purpose connected with the professional business he has in hand—to invest, for instance, on a particular mortgage, or to distribute among legatees (*Earl of Dundonald* v. *Masterman*, 17 W. R. 548, L. R. 7 Eq. 504)—though not to receive it to hold for investment generally (*Harman* v. *Johnson*, 2 E. & B. 61). But in the present case the books of the firm contained entries relating to other similar transactions by Rew, and the Court of Appeal held, therefore, that, whatever his implied authority might be, he had express authority from his partners to receive the securities. If the arrangement between Rew and Rhodes was such as the Court of Appeal conceived it, there seems no ground for criticizing the result. But it is to be remembered that they arrived at their decision by treating as a definite mortgage a transaction which Kekewich, J., after hearing the witnesses, held to be simply an informal arrangement for providing funds to meet the interest.

In view of the large number of admiralty cases which are annually disposed of in the county courts, and notably in the City of London Court, the decision of the Court of Appeal in the recent case of *Neptune Steamship Navigation Co.* v. *Sclater & Procter* (reported elsewhere) is of considerable public interest. It was there held that section 120 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), which gives a right of appeal from the county court to the High Court in respect of all determinations *on points of law or equity*, extends to admiralty cases, and that, therefore, the provisions contained in the County Courts Admiralty Jurisdiction Act, 1868 (31 & 32 Vict. c. 71), restricting the right of appeal to cases where over £50 has been recovered (section 31), and requiring security for costs to be given by the appellant (section 26), must now be regarded as repealed, save as to admiralty appeals on *questions of fact*, to which they are still applicable. This decision accords with what was previously held by the Admiralty Division of the High Court in *The Eden* (40 W. R. 415; 1892, P. 67) and in *The Hero* (40 W. R. 143; 1891, P. 294). It may, therefore, now be regarded as settled law that the *general* provisions of the County Courts Act, 1888, overrule such of the *special* provisions of the County Courts Admiralty Jurisdiction Act, 1868, as are inconsistent therewith.

The *World* says that Mr. Justice Barnes, who is at present staying at Westgate, where he went after his return from the Engadine, is not likely to return to his duties this term, if at all. He is suffering from a general breakdown of health. His absence, especially in the Admiralty Division—where he was undoubtedly at his best—is very generally regretted by those who practice in his court.

ENDOWMENTS WITHIN THE CHARITABLE TRUSTS ACT.

The judgment of the Court of Appeal, delivered by DAVEY, L.J., in *Re Clergy Orphan Corporation* (1894, 3 Ch. 145; commented on 38 SOLICITORS' JOURNAL, 702) distinctly overrules the construction placed by ROMILLY, M.R., on the word "endowment" as used in section 62, the exemption clause, and section 66, the interpretation clause, of the Charitable Trusts Act, 1853, in *Sons of the Clergy* v. *Sutton* (27 Beav. 651), but without dissenting from his decision. That case was decided in 1860, and the conclusion then adopted by ROMILLY, M.R., had, as was recently observed, "for a period of over thirty years been treated by a succession of judges as the true construction of the Act," *Re St. John-street Chapel, Chester* (1893, 2 Ch. 618), where the cases are considered by STIRLING, J., at p. 634. The substantial question, both before ROMILLY, M.R., and the Court of Appeal, was whether the charity was exempted from the jurisdiction of the Charity Commissioners under the Act, though the actual issue in both cases was the validity of a sale, without the consent of the commissioners, of land purchased with money originally given for the general purposes of the charity.

Section 62 introduces various exemptions from the Charitable Trusts Act, 1853, and, *inter alia*, it exempts religious and charitable institutions which are wholly maintained by voluntary contributions; and, further, it provides that "where any charity is maintained partly by voluntary subscriptions and partly by income arising from any endowment"—*i.e.*, is what has been conveniently called a mixed charity—"the powers and provisions of the Act shall, with respect to such charity, extend and apply to the income from endowment only, to the exclusion of voluntary subscriptions, and the application thereof." Then it is provided that "no donation or bequest" to any such mixed charity, "of which no special application or appropriation shall be directed or declared by the donor or testator, and which may legally be applied by the governing or managing body of such charity in aid of the voluntary subscriptions," is to be subject to the Charity Commissioners or to the provisions of the Act; and no part of any such donation or bequest, or of any voluntary subscription, is to become subject to the commissioners, or to the provisions of the Act, by reason of its being set apart by the governing body for some defined purpose connected with the charity. By section 66 "endowment" is defined as including "all lands and real estate whatsoever of any tenure, and any charge thereon, or interest therein, and all stocks, funds, moneys, securities, investments, and personal estate whatsoever, which shall for the time being belong to or be held in trust for any charity, or for all or any of the objects or purposes thereof." The "startling and extensive meaning" therein given to the word "endowment" seemed to ROMILLY, M.R., if construed literally, wholly to supersede section 62, and in effect to expunge from the Act the "careful though obscurely-worded exception from the general operation of the Act" of that section as regards mixed charities (see 27 Beav., at pp. 664, 665). The Master of the Rolls accordingly declined to construe "endowment" literally, and limited it to the "devotion of property to a specific and particular trust"—alike in sections 62 and 66.

The Court of Appeal have now decided that it was wrong to restrict the meaning of the interpretation clause, and in *Re Clergy Orphan Corporation* have applied themselves to a close examination of section 62 in the light of the wide definition of "endowment" in section 66, to which full effect is given in their construction of the section in question. The meaning of the Legislature so ascertained, and the true construction of the Act, appear to be as follows—viz., when any charity is maintained partly by "voluntary subscriptions" (*i.e.*, *recurring gifts* repeated annually or otherwise with more or less regularity) and partly by income arising from any "endowment" (*i.e.*, income derived from any invested funds belonging to the charity), the Act shall apply to the income from "endowment," as explained above, only; but the Act shall apply thereto *subject to the following proviso or qualification* by way of exemption—viz., that no donation or bequest to any mixed charity of which no special application shall be directed by the donor or testator, and which may be applied by the charity as income (*i.e.*, no donation or bequest to any mixed charity for the general purposes of the charity, and given on such terms that the capital may be applied for the maintenance of the charity), shall be subject to the Act.

It will be observed that the foregoing proviso leaves subject to the operation of the Act any endowment for general purposes the income only of which is applicable to maintenance. But the foregoing proviso is qualified by a *further proviso*, also by way of exemption—viz., that no portion of any such donation or bequest as last aforesaid, or of any voluntary subscription appropriated, shortly speaking, for some specific purpose and invested by the governing body, or of any donation or bequest in aid of a fund so arising, shall be subject to the Act. The effect of this last proviso is that the governing body of a "mixed" charity, by appropriating for some specific purpose and investing a donation or bequest, or any subscriptions, which would otherwise be exempt, would not thereby bring such appropriated endowment, or the income thereof, within the provisions of the Act. The result of the section, as so construed, appears to be that the Act, besides applying to all endowments, in the ordinary sense of the word, originally made for a special purpose in connection with a charity, extends to an endowment for the general purposes of a mixed charity, the income *only* of which is applicable to maintenance.

The conclusion of the Court of Appeal as to section 66 is "that all property of every description belonging to, or held in trust for, a charity, and whether held upon trusts or conditions which render it lawful to apply the capital to the maintenance of the charity, or upon trusts which confine the charitable application to the income, is an endowment within the meaning of the Act" (1894, 3 Ch. 151). The fact, therefore, of a charity's property being applicable to its general purposes, or only to some specific purpose in connection with it, cannot now be considered conclusive of the question of endowment or no endowment within the meaning of the Act, although it may be important in considering whether the endowment is of a character to be exempt from the provisions of the Act in the case of a charity within section 62.

The court noticed the possible case of a charity having no subscription list, and relying for its maintenance wholly on the income of endowments derived from past voluntary donations for its general purposes which had been invested, but passed it by with the general observation that it is for those who claim an exemption to make it out, and a cautious intimation of opinion that the provisions of the Act commented on seemed to apply only to a mixed charity.

RECENT DECISIONS ON COUNTY COURT JURISDICTION AND PRACTICE.

II.

The *derivative* jurisdiction of the county courts has given rise to two or three decisions which must now be noticed. In *Bassett* v. *Tong* (42 W. R. 668; 1894, 2 Q. B. 332) it was held that there is no power under section 65 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), which enables any action of contract brought in the High Court to be remitted to the county court, provided the claim indorsed on the writ does not exceed £100, to remit an action for *unliquidated* damages to a county court, even where the writ is indorsed with a claim for a specified sum. It would, however, seem to have been decided in *Guilford* v. *Lambeth* (38 SOLICITORS' JOURNAL, 708) that where *the plaintiff's claim* is, in its nature, a liquidated demand, and the writ is indorsed for a sum not exceeding £100, the existence of a *counter-claim* for *unliquidated* damages will not extinguish the jurisdiction of the High Court to remit the whole proceedings to a county court under the above enactment. On the other hand, as was held in the recent case of *Delobbel-Flipo* v. *Varty* (42 W. R. 48), a counter-claim alone, whether for liquidated or unliquidated damages, cannot be remitted for trial to a county court, even where it is the only matter remaining to be tried between the parties, as it is not an action within section 66 of the County Courts Act, 1888. The effect of a remitting order made by the High Court, under section 65 of the County Courts Act, 1888, is to transfer it for all purposes to

the county court, and to deprive the High Court of all original jurisdiction over it. This was held in *Duke* v. *Davies* (69 L. T. 342, 490), where the High Court dismissed an application made thereto by the administrator of a deceased defendant to compel the plaintiff to proceed against him, holding that, the action having been remitted to the county court, all proceedings must be taken in that court.

Having now disposed of the cases touching the *jurisdiction* and *powers* of the county courts, we will proceed to consider certain recent cases affecting *county court officers*. In *Longstaffe* v. *Woodrow* (38 SOLICITORS' JOURNAL, 275) the question raised was whether the registrar of a county court had acted as a solicitor in a proceeding in that court, in contravention of section 41 of the County Courts Act, 1888, by reason of the firm of which he was a member, and who acted as the plaintiff's solicitors in other matters, having written a letter before action to defendant's solicitors on plaintiff's behalf, intimating that "our clients will proceed, will you accept service?" It was held that such a letter did not constitute a step in the proceedings in the county court, and that, therefore, the registrar had not infringed the above-mentioned enactment. In *Re Bassett's Plaster Co. (Limited)* (42 W. R. 410; 1894, 2 Q. B. 96) it was held that, even where the county court possesses, by statute, in certain prescribed cases, the powers of the High Court, it must, in executing those powers, make use of its own officers. The only remaining case affecting county court officers demanding notice is *Reg.* v. *Snagge* (42 W. R. 603; 1894, 2 Q. B. 440), where it was held that a solicitor, being managing clerk to a firm of solicitors who are acting generally for a party in a county court action, is not entitled, without the leave of the judge, to appear and address the court on behalf of such party, although the firm have instructed him to appear on *their* behalf, and the party assents to his doing so; for such a person is not "a solicitor acting generally in the action" for the client within the meaning of section 72 of the County Courts Act, 1888.

The *right and mode of appeal* in county court cases has given rise to several decisions which merit attention. In *Lewis* v. *Owen* (42 W. R. 254; 1894, 1 Q. B. 102) it was held that there is no right of appeal from an order of a county court judge made under section 48 of the County Courts Act, 1888, whereby a fine is imposed for an assault committed on a bailiff of the court while engaged in the execution of his duty. Such an order is made by virtue of a disciplinary jurisdiction vested in the judge by the said section, and not of a jurisdiction to deal with matters *inter partes*, to which, it seems, the right of appeal is limited by section 120 of the Act. In *Gilson* v. *Kilner* (69 L. T. 310), which also involved the right of appeal, it was held that the County Courts Act, 1888, gives a right of appeal to the High Court from the county court in all interlocutory matters, and that the principle of the cases which have decided that an appeal lies from the order of a county court judge granting or refusing a new trial is equally applicable to the case of an appeal on a question of taxation. The right of appeal in replevin cases was under consideration in *Smith* v. *Enright* (63 L. J. Q. B. 220), where it was stated by WRIGHT, J., that whenever in such cases the right of appeal from a county court (without leave) is disputed on the ground that the value of the goods seized does not exceed £20, there should be an appraisement with affidavit of value. In *The Receyte* (62 L. J. P. D. & A. 118) the right of appeal in admiralty cases was involved. It was there held that an appeal lies to the Court of Appeal from the decision of a judge of the Admiralty Division refusing to grant a prohibition to a county court, notwithstanding section 132 of the County Courts Act, 1888, which provides that "when the High Court or a judge thereof shall have refused to grant a writ of *certiorari* or prohibition to a court . . . no other court or judge shall grant such writ . . . but nothing herein shall affect the right of appealing from the decision of the judge of the High Court to the High Court itself, or prevent a second application being made for such writ . . . to the High Court or a judge thereof, on grounds different from those on which the first application was founded." With regard to county court bankruptcy appeals, it may be as well to mention here one case—namely, *Re Dunhill, Ex parte Wilson* (1894, 2 Q. B. 554). It was there held that where the judge of the High Court for the time being exercising bankruptcy jurisdiction refuses to extend the time within which the official receiver should advertise a receiving order made in the county court and under appeal, an appeal from the judge's decision should be brought before a divisional court constituted to hear appeals from orders of county courts in bankruptcy matters, and not before an ordinary divisional court. The circumstances under which a county court judge is bound to take a note at the trial, and under which the High Court will entertain an appeal from a county court where no such note has been taken, were considered in two cases to which reference must now be made. In *Reg.* v. *Kerr* (70 L. T. 595) the court (CAVE and WRIGHT, JJ.) held that a county court judge is bound to take a note only when a question of law is raised and he is asked to take a note of that question; and that if there be more questions of law than one, the request to take a note must be made in respect of *each*. It was, however, also laid down by CAVE, J., that if the circumstances be such that there was no possibility of raising the point of law at the trial or of getting a note, then the appellant may shew by affidavit what happened at the trial. In *Barber* v. *Burt* (42 W. R. 572; 1894, 2 Q. B. 437) it was held that an appeal from a county court on the ground of misdirection may be supported by the note of a shorthand writer where it was impossible to ask the judge to take a note, the point of law not having arisen until after all the evidence had been given; and that where such note is reasonably obtained the court may allow the cost of it to a successful appellant. Two cases concerning the practice on appeals from county courts must next be noticed, namely, *Blakeway* v. *Patteshall* (1894, 1 Q. B. 247) and *Clements* v. *London and North-Western Railway Co.* (42 W. R. 338; 1894, 2 Q. B. 482). In the former case it was held that where, on an appeal being brought from the county court, one of the parties dies, after the entry of the appeal the High Court has jurisdiction to give leave to add the personal representative of the party so dying, and the application need not be made to the county court. In the latter case it was held that leave to proceed *in formâ pauperis* may be granted to a party appealing from a county court, though such an appeal is entered in the Crown Paper for hearing, as the rule of practice, forbidding a party to proceedings on the Crown side of the Queen's Bench Division to proceed as a pauper, applies only to cases between the Crown and a subject.

The important subject of *costs* has given rise to two cases which will fitly conclude this article. In *Keeble* v. *Bennett* (42 W. R. 539; 1894, 2 Q. B. 329) the facts were, briefly, as follows:—An action of contract was brought in the High Court to recover £104. The defendant paid £90 to the plaintiff's solicitor, and the action as to £14, the residue of the claim, was transferred to the county court. The defendant having subsequently paid the £14 into court, it was held that the plaintiff, having altogether recovered an amount exceeding £50, was entitled to costs under County Court Scale C., which is applicable where the amount recovered exceeds £50, and that the case was not governed by Scale A., which applies only where *less* than £20 is recovered. In *Temple* v. *Temple* (63 L. J. Q. B. 536) it was held that where an interpleader issue is remitted from the High Court to the county court the judge of that court cannot order the sheriff to pay the claimant's costs, as he is no party to the issue, nor in any sense a co-defendant, and that his proper remedy, if ordered to pay costs, is, not to appeal against the order, but to obtain a prohibition.

A Parliamentary return is issued, shewing, for each of the five last completed financial years, the total sums paid to Queen's counsel and other barristers for fees in respect of cases in which such counsel represented the Crown or the Government departments. It does not include fees paid for drafting bills or indictments, nor the fees of counsel representing the Queen's Proctor, nor fees paid to conveyancing counsel for advising on abstracts or in connection with conveyancing matters, nor fees paid by official receivers in bankruptcy matters and the winding up of companies. The following are the totals in each year:—1890, fees paid to Queen's counsel, £3,369 18s. 6d.; to other barristers, £17,622 1s. 2d.; 1891, £1,770 8s. 6d. and £17,298 15s. 6d. respectively; 1892, £1,544 3s. 6d. and £17,379 10s. 3d.; 1893, £2,216 19s. 3d. and £19,645 16s. 6d; 1894, £7,402 12s. 3d. and £25,830 16s. 6d.—grand total, £114,081 1s. 11d. Fees paid to counsel for the Crown in Scotland and Ireland are not included in this return.

REVIEWS.

POSSESSION OF LAND.

A TREATISE ON POSSESSION OF LAND, WITH A CHAPTER ON THE REAL PROPERTY LIMITATION ACTS, 1833 AND 1874. By JOHN M. LIGHTWOOD, Barrister-at-Law, late Fellow of Trinity Hall, Cambridge. Stevens & Sons (Limited).

It is by no means easy to write a good law book. The author ought to be learned in truth, and not by courtesy only; he ought to be practical; he ought to be able to expound his knowledge in methodical form and in grammatical English. Our author possesses these qualifications, and therefore he has written a very good book. He not only discusses modern English law, but also treats of the Roman law and the old English law. A very good example of the author's method of historical discussion will be found in chapter 5, "The Recovery of Possession." He first discusses proprietary actions both in Roman and the old English law, then he proceeds to possessory actions both under the Roman and the old English law, and in the following chapter he discusses the modern action of ejectment at considerable length. Some of our readers will perhaps consider that chapter 10, "The Real Property Limitation Acts," is one of the best, as it certainly is the most practical, chapter in the book. Highly as we think of this work, we have a complaint, a somewhat serious complaint, to make. The author has invented a new technical phrase "civil possession." We cannot help thinking that it is somewhat mischievous to introduce a new phrase to express an old idea. In conclusion, we may say that none but those who have themselves written law books can have the slightest idea of the labour involved in a work of the nature of that before us. We only venture to hope that the circulation of the book will shew that the legal public knows good work when it sees it.

THE LAW OF CONTRACT.

PRINCIPLES OF CONTRACT. A TREATISE ON THE GENERAL PRINCIPLES CONCERNING THE VALIDITY OF AGREEMENTS IN THE LAW OF ENGLAND. SIXTH EDITION. By Sir FREDERICK POLLOCK, Bart., Barrister-at-Law, Corpus Professor of Jurisprudence in the University of Oxford. Stevens & Sons (Limited).

The sixth edition of Sir Frederick Pollock's well-known treatise on contract is not marked by any considerable changes. In the advertisement to the edition the author refers to the paragraphs on agreements in restraint of trade as having been to some extent rewritten in consequence of recent decisions of the Court of Appeal, and he states that the passages on the history of the action of *assumpsit* and the doctrine of consideration have been revised. With regard to restraint of trade it is unfortunate that the edition has just missed the decision of the House of Lords in *Nordenfelt* v. *Maxim-Nordenfelt Co.*, by which the whole doctrine has been placed on a new footing. Thus it is no longer correct to say, as is done at p. 338, that the rule against general restraint of trade is still in force. That rule, doubted by Fry, L.J., in *Davies* v. *Davies* (36 W. R. 92, 36 Ch. D. 359), seems now to have given place to the principle that a covenant in general restraint of trade may be enforced, provided only that it is reasonably necessary for the protection of the covenantee, and that it is not prejudicial to the public interest—as, for instance, by establishing a monopoly. To the first chapter, dealing with the offer and acceptance by which an agreement is constituted, two recent decisions of importance have been added—*Henthorn* v. *Fraser* (40 W. R. 433), which suggests a new principle for the rule that a contract is ordinarily complete as soon as a letter of acceptance has been posted, and *Carlill* v. *Carbolic Smoke Ball Co.* (41 W. R. 210), which is now the leading case on contracts by advertisement. In future editions it will perhaps be found possible to give more prominence to the judgments of the Court of Appeal in the latter case. A remark of Lord Justice Bowen's, for instance, shews that cases of this kind are decided with little regard for theory. A man, he said, who sees a reward advertised for finding a dog does not sit down to write a letter of acceptance: he looks for the dog. But it is for the author to determine how soon it is worth while to rewrite the text so as to give full effect to recent decisions. The great thing is that these decisions should be noticed. The present edition seems to shew no failing in this respect, and the work is likely to continue in favour both with practitioners and students.

ROMAN-DUTCH LAW.

THE OPINIONS OF GROTIUS. Collated, Translated, and Annotated by D. P. DE BRUYN, B.A., LL.B., Advocate of the Supreme Court of the Colony of the Cape of Good Hope and of the High Court of the South African Republic. Stevens & Haynes.

It appears that the "opinions" of the famous author of the *De Jure Belli ac Pacis* are still regarded as having a certain authority in countries where the Roman-Dutch law prevails, though, hitherto, they have not existed in a readily accessible form. This inconvenience is now removed by the excellent translation which Mr. De Bruyn has prepared, and he has rendered a further service to South African lawyers by the carefully-written notes which he has appended to the opinions, and which bring up to the present date the law on the subjects dealt with. In some cases the opinions and notes have a wider interest, as in Opinion No. 9, which deals with the question of domicile, in Opinion No. 59, which deals with servitudes, and Opinion No. 64, which deals with pledges. In connection with the last Mr. De Bruyn gives a useful note on "delivery," and under the opinion on servitudes he discusses the effect of a general plan in creating servitudes upon the sale of a building estate in lots. The general plan, provided it can be properly connected with the conditions of sale, is deemed to be part of the contract, and each purchaser is entitled to such of the servitudes marked thereon—usually roads—as are necessary for the convenient enjoyment of his own plot. The same principle holds in our own law, and it clearly represents the common sense of the matter. To an English reader the biographical sketch of Grotius is perhaps the most interesting part of the book. His attachment to Arminian opinions made him an exile from his country and wrecked his career as a private lawyer; but in Paris, whither he escaped in 1621 and where he was eagerly welcomed, he had leisure to compose the work which has made him famous as the first expounder of international law. In 1634 he abandoned all hope of returning to Holland, transferred his allegiance to Sweden, and spent the last ten years of his life as ambassador of that country at Paris.

BOOKS RECEIVED.

The Theory and Practice of the Law of Evidence. By WILLIAM WILLS, Barrister-at-Law. Stevens & Sons (Limited).

The Building Societies Acts, 1836, 1874, 1875, 1884, 1894. With Introduction, Notes, and Appendices. By J. RITCHIE MACOUN, of the Middle Temple, Esq., Barrister-at-Law. Sweet & Maxwell (Limited).

A Handbook to the Estate Duty: comprising Part I. of the Finance Act, 1894 (57 & 58 Vict. c. 30); with an Introductory Comment shewing its Scope and Operation, and Practical Instruction for the Delivery of Affidavits and Accounts, and the Payment and Rectification of Duty, and Tables of Forms, Duties, and Fees. By ALFRED W. SOWARD, of the Legacy and Succession Duty Office, Somerset House. Waterlow & Sons (Limited).

A Commentary on the Sale of Goods Act, 1893. With Illustrative Cases and frequent Citation from the Text of Mr. Benjamin's Treatise. By WALTER C. A. KER and ARTHUR B. PEARSON-GEE, Barristers-at-Law. Sweet & Maxwell (Limited).

The Statutes of Practical Utility, arranged in Alphabetical and Chronological Order, with Notes and Indexes. Being the Fifth Edition of Chitty's Statutes. By J. M. LELY, Barrister-at-Law. Vol. III.—"Criminal Law" to "Dower." Sweet & Maxwell (Limited); Stevens & Sons (Limited).

CORRESPONDENCE.

REFORM IN LAND TRANSFER.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Mr. Wolstenholme's scheme is so bold and far-reaching that I shall not be surprised if many of your readers hesitate to discuss it in your columns. The basis of the proposal, however, is simple enough; as Sir Howard Elphinstone pointed out in his letter, which you printed last week, it may be shortly described as being that henceforth no legal interests shall be created or conveyed except estates in fee simple and estates for years, and that all estates created by way of settlement shall take effect in equity only, with power to protect them by distringas. The effect of such a scheme, if it could be adopted, must necessarily be to reduce to a minimum the expense, trouble, and delay of investigating the title to land. The title would be ordinarily reduced to a series of simple conveyances of the legal fee simple apart from all the equities. My difficulty at present is in seeing how the system of distringas is to be worked out.

It would be desirable to know whether Mr. Wolstenholme intends that the restriction on disposal shall be imposed by the conveyance or other instrument creating the trust which is to be protected by the restriction, or simply by the entry of a distringas. If the former is the meaning, the proposal appears to be workable, subject to this, that I do not at present see how provision is to be made in the instrument for changes of trustees; and the case of equitable charges would appear to be unprovided for. If, on the other hand, the proposal is that equitable interests shall be protected solely by distringas, the difficulties arise which were alluded to by Sir Howard Elphinstone and Mr. Beaumont in their letters last week.

My present purpose is not, however, to discuss the scheme in detail, but to call attention to the fact that the profession has not yet been favoured with any guidance in the matter by any member of the Council of the Incorporated Law Society. The president's address practically pledged the council to "draft a scheme which should give purchasers of land the greatest amount of security with the least cost of time and money, whilst leaving to owners the power they all desire, to make any disposition they can now make of the land or the value of it." And the president expressed his belief that "the result would be a system of conveyancing which would outbid anything a Goverment office could offer in simplicity and expedition, and undersell it in cost." One would have supposed that some member of the council, whose attention must have been specially directed to the subject, would have volunteered some remarks on Mr. Wolstenholme's proposals, either in your columns or in those of some of your legal contemporaries.

I observe that they are discussed, apparently from the point of view of the Land Registry (if not by an official of that institution), in the columns of one of your contemporaries. One does not want to know how the scheme strikes the promoters of the Land Transfer Bill, but what view solicitors and their representative body take of it. C.

Nov. 14.

THE COPYHOLD ACT, 1894.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In section 5, sub-section 3, of the Copyhold Act, 1894, there is a small but somewhat significant omission. In making provision for compensation under the compulsory enfranchisement by lord or tenant under the Act, and the mode in which such compensation is to be ascertained, it is provided that "A justice who is lord of the manor shall not take any part in the appointment of a valuer."

Now in these days of working men magistrates it is obvious that a case might arise in which one of the justices at petty sessions was not a lord of the manor, but a *tenant* interested in the valuation. In such a case it would seem that he could not be prevented from taking part in the appointment of the valuer mentioned in sub-section 1. It is true that the lord of the manor could in such an event take advantage of the alternative mode of appointment, but he would have to bear the additional expense, and the appointment might have been made before notice had been given. The above in practice may not be of very much consequence, but it shews that the rights and privileges given to tenants want carefully watching. The whole tendency of legislation is admittedly and rightly in favour of a class long neglected, but it does not follow that one class should be specially protected. The lord, equally with his tenant, should have the same protection from possible unfairness. HENRY J. H. BULL.

11, New-inn, Strand.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Questions of some nicety are likely to arise under the Copyhold Act, 1894, in regard to the ownership of minerals. The 23rd section (corresponding with section 48 of the Act of 1852) leaves the rights of lord and tenant respectively in the minerals unaffected by enfranchisement without the express consent in writing of either.

The section inferentially draws a distinction between possessory and proprietary rights in minerals.

Every copyhold tenant has, by reason of the grant of his lord, the possessory right in the soil throughout, including the minerals (*Portland* v. *Hill*, L. R. 2 Eq. 777), and it is in this sense alone that minerals may be said to be of copyhold tenure.

The section very pointedly refers to "any powers which in respect of *property* in the soil might, but for the enfranchisement, have been exercised for the purpose of enabling the lord or tenant," &c.

This restriction on the enfranchisement of the soil throughout is, it appears to me, inconsistent with the provision in section 21 (3). In some manors the tenants have the proprietary, in addition to the customary or possessory, right in the minerals; and they exercise such proprietary right by granting leases of the minerals without license from the lord for terms of years (consistent with the custom as to the extent of leasing power in the manor) whereby they empower their lessees to search for, dig, and carry away the minerals.

Now let me assume that a copyhold tenant, who has so leased, enfranchises his copyhold tenement, without the express consent in writing required by section 23 as a condition precedent to the rights in the minerals being affected. What happens?

By virtue of the enfranchisement (and this is a new provision in Copyhold Acts*) the land becomes of freehold tenure (section 21 (1) (*a*)), and the freehold into which the copyhold is converted becomes the reversion immediately expectant on the lease, and the rents reserved, &c., become incident to the reversion (section 21 (3)).

What more can a tenant want who has leased for a sufficiently long term to enable his lessee to extract, under the powers granted by the lease, all the minerals included therein?

If considered of sufficient interest, I shall be glad to hear the editorial views, or those of correspondents interested.

A COPYHOLD TENANT.

SETTLEMENT ESTATE DUTY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to the point raised by "C. & S." [*ante*, p. 25], the first question to be answered seems to me to be, What is "the settled property"?—for it is only the principal value of *that* property which is charged with the "settlement" estate duty (s. 5 (1) (*a*)). By section 22 (1) (*h*) "settled property means property comprised in a settlement."

When, then, a testator, after giving legacies and directing payment of his debts and the duties payable on his death, settled the net residue of his estate, "the settled property" consists of that net residue only, namely, that part of his estate which remains after payment of all the sums payable out of his estate, by virtue either of the will or the general law, in priority to the gift of the net residue. The "settled property," cannot, therefore, be held to include the sums expended in payment of testator's "voluntary" debts, or the estate duty, any more than it includes the legacies. There is happily no enactment (similar to that in section 2) that the settled property shall be "deemed to include" something that it does not in fact include.

The fallacy underlying the letter of the Inland Revenue Board is that they apply section 7 (1) (which, if it has any application to the present question, which is open to doubt, only applies for the purpose of determining the *principal value of the settled property*) before answering the obviously prior question, What does the "settled property" consist of?

I think the construction I offer is not only just, but is entirely consistent with the Act. J. S.

November 12.

ORDER 14.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to your recent note in "Current Topics," I should feel greatly obliged if either you or any of your readers could give me the authority for the issue of a summons before the judge for costs. I have always understood, and in this respect my opinion has been confirmed by competent common law men, that if the amount of the debt be accepted without the costs, the latter cannot afterwards be obtained. COMMON LAW.

Lincoln's-inn-fields, W.C.

[See observations under heading "Current Topics."—ED. *S. J.*]

THE LAWYER'S COMPANION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—We notice in your issue of to-day's date that in reviewing our "Lawyer's Companion" you describe it as *two days* to a page. We beg to draw your attention to the fact that we issue *nine* different sizes, and enclose list giving particulars.

We shall be much obliged by you mentioning this in your next issue. STEVENS & SONS (LIMITED)
(Edward Purser, Director).

119 and 120, Chancery-lane, W.C., Nov. 10.

[The observations, of course, referred to the issue before us.—ED. *S. J.*]

THE OLDEST MEMBER OF THE PROFESSION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I see frequent references in your columns to "the oldest member of the profession." It may interest your readers to know that Mr. Frank Raynes, of Bawtry, near here, who was admitted in Easter Term, 1822, is still alive, and, though about ninety-five years of age, still rides to hounds. He took out a practising certificate as recently as 1886, when he had been sixty-four years in the profession.

Sheffield, Nov. 13. EDWARD BRAMLEY.

The Royal Commission for inquiring into all matters relating to joint-stock companies held its first meeting on Wednesday, under the presidency of Lord Davey, to consider its future course of procedure. It will meet on Wednesday in each week.

* As to the provisions of section 21 (1) (*a*), see section 81 of the Copyhold Act, 1841 (4 & 5 Vict. c. 35).—ED. *S. J.*

CASES OF THE WEEK.

Court of Appeal.

NEPTUNE STEAM NAVIGATION CO. *v.* SLATER AND PROCTER—No. 1, 8th November.

COUNTY COURT—ADMIRALTY—APPEAL TO ADMIRALTY DIVISION—JUDGMENT FOR LESS THAN £50—NO SECURITY GIVEN FOR COSTS—COUNTY COURTS ADMIRALTY JURISDICTION ACT, 1868 (31 & 32 VICT. c. 71), ss. 26, 31—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 120.

This was an appeal by the plaintiff company from a judgment of a divisional court of the Probate, Divorce, and Admiralty Division, sitting in Admiralty (consisting of the President and Barnes, J.), reversing a judgment of the judge of the Sunderland County Court, by which he held that the plaintiffs were entitled to damages in respect of one day's detention of their ship *The Delano*. The amount claimed in the action was £49 19s. 6d. The defendants, who were the consignees of a bill of lading, appealed to the Divisional Court on a question as to the construction of one of the clauses contained in the bill of lading, but no security was given for the costs of that appeal. The Divisional Court allowed the appeal, and ordered judgment to be entered for the defendants. The plaintiffs now took the objection before the Court of Appeal that, by virtue of sections 26 and 31 of the County Courts Admiralty Jurisdiction Act, 1868, the Divisional Court had no jurisdiction to entertain the appeal from the county court. Section 26 enacts as follows: "An appeal may be made to the High Court of Admiralty of England"—now represented by the Admiralty Division—"from a final decree or order of a county court in an admiralty cause, and, by permission of the judge of the county court, from any interlocutory decree or order therein, on security for costs being first given, and subject to such other provisions as General Orders shall direct." By section 31, "No appeal shall be allowed unless the amount decreed or ordered to be due exceeds the sum of fifty pounds." On the part of the defendants it was argued that the appeal was rightly brought from the county court under section 120 of the County Courts Act, 1888, which, in general terms, allows an appeal to be brought from any judgment or order of a county court on a point of law, provided that, in the case of an action of contract or tort, the debt or damage claimed shall exceed twenty pounds. The following cases were cited: *The Forest Queen* (L. R. 3 A. & E. 299), *The Falcon* (3 P. D. 100), *The Eden* (1892, P. 67), *The Humber* (9 P. D. 12), *The Cashmere* (15 P. D. 121), *The Hero* (1891, P. 294).

THE COURT (LORD ESHER, M.R., and LOPES and RIGBY, L JJ.) held that the Divisional Court had jurisdiction to hear the appeal, though the amount in dispute was under £50 and no security for costs had been given. Sections 26 and 31 of the County Courts Admiralty Jurisdiction Act, 1868, and section 120 of the County Courts Act, 1888, could well stand together. The result was that, where a party to an action tried on the Admiralty side of a county court was dissatisfied on a point of law, he could, under section 120 of the Act of 1888, appeal without the necessity of giving any security for costs, even though the amount which he had been ordered to pay was between £20 and £50; but that, where he desired to appeal on a question of fact, the Act of 1868 still applied, and he was therefore bound to give security, while, if the amount of the judgment was less than £50, he would not be entitled to appeal at all.—COUNSEL, *T. Willes Chitty*, and *F. Newbolt*; *Hugh Boyd*. SOLICITORS, *Downing, Holman, & Co.*, for *Pinkney & Bolam*, Sunderland; *Rowcliffes, Rawle, & Co.*, for *Cooper & Goodger*, Newcastle-upon-Tyne.

[Reported by F. G. RUCKER, Barrister-at-Law.]

TAYLOR *v.* MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE RAILWAY CO.—No. 2, 9th November.

PRACTICE—COSTS—ACTION FOUNDED ON CONTRACT OR TORT—COUNTY COURTS ACT, 1888, s. 116.

This was an appeal from a taxing master's order referred to the Court of Appeal by Wright, J. The action was brought in the High Court by the plaintiff against the above railway company for damages. The statement of claim set out that the plaintiff was on the 6th day of May, 1894, a passenger on the defendants' railway, and was entering a compartment of a train at a station of the defendants when a porter of the defendants negligently shut the door of the compartment and crushed the plaintiff's thumb, and that by the defendants' negligence the plaintiff suffered great pain and was prevented from following his employment. The plaintiff obtained a verdict for £20, and judgment was given for that sum with costs. Upon taxation the master only allowed costs on the county court scale; holding that the action was founded on contract. From this decision the plaintiff appealed, asking that costs should be taxed on the High Court scale. The question at issue was whether the action was founded on contract or on tort, and it turned upon the construction of the County Courts Act, 1888, s. 116, which is as follows: "With respect to any action brought in the High Court which could have been commenced in a county court the following provisions shall apply: (1) If in an action founded on contract the plaintiff shall recover a sum less than £20 he shall not be entitled to any costs of the action, and if he shall recover a sum of £20 or upwards, but less than £50, he shall not be entitled to any more costs than he would have been entitled to if the action had been brought in a county court; (2) If in an action founded on tort the plaintiff shall recover a sum less than £10 he shall not be entitled to any costs of the action; and if he shall recover a sum of £10 or upwards, but less than £20, he shall not be entitled to any more costs than he would have been entitled to if the action had been brought in a county court."

THE COURT (LINDLEY and A. L. SMITH, L.JJ.) allowed the appeal.

LINDLEY, L.J.—The question as to whether the plaintiff is entitled to his full costs or not depends upon section 116 of the County Courts Act, 1888. [His lordship read the section, and continued:—] Now if this action falls within the first clause, if it ought to be regarded as an action founded on contract, then the plaintiff is only entitled to county court costs. If, on the other hand, the action falls within the second clause—that is to say, if it is an action founded on tort, then there would be nothing to qualify the plaintiff's right, and he would get his full costs, for the learned judge has made no certificate depriving him of his right to costs. We are driven, therefore, to consider whether, adopting the language of the Act, this action brought by the plaintiff is an action founded on tort or on contract. The language of the Act is a little peculiar. I need not go into the history of it; I merely observe that the classification which is made by the Legislature is confined to actions brought in the High Court which might have been commenced in the county court, and those two sub-divisions exhaust the whole of that class of actions, and each excludes the other. That gives rise to the difficulty here. We no longer have to consider forms of actions, but we are compelled by the Legislature to put every action which can be brought in the county court but is brought in the High Court into one or the other of those two categories. Every one who has studied the English law will know perfectly well there is a debateable ground between torts and contracts. There are what are called *quasi*-contracts and *quasi*-torts; and it is sometimes not easy to say whether a cause is founded on contract or on tort. Very often you put it either way; but here we are compelled to draw the line hard and fast, and put every one of the actions in one category or the other. I have looked into the authorities, but it is only necessary, as I propose to do, to refer to those cases which bear upon the true construction of this Act of Parliament. I do not think anything would be gained now by going into the older learning about the forms of actions. We have to consider this Act of Parliament, and the only cases which are of any importance and assistance as enabling us to construe the Act, are those cases which have been decided upon it or upon the similar Acts which this Act has replaced. First and foremost there is the case of *Bryant* v. *Herbert* (3 C. P. D. 389); secondly, there is a case decided in the same year of *Pontifex* v. *The Midland Railway Co.* (3 Q. B. D. 23); and then in the next year there was the case of *Fleming* v. *The Manchester, Sheffield, and Lincolnshire Railway* (4 Q. B. D. 81). Having studied those cases with care (I do not think it necessary to go into them) it appears to me that this is an action founded on tort, and the conclusion to which I have arrived is based upon these reasons. That which caused the injury was not an act of omission, it was not a mere non-feasance; it was not merely the not taking such care of the plaintiff as by the contract the defendants were bound to take, but it was an act of misfeasance—it was positive negligence in jamming his hand. Contract or no contract, he could maintain an action for that, and all he would have to prove would be that he was lawfully on the premises of the railway company, and the contract is merely a part of the history of the case. I do not think it would be possible, without running contrary to the reasoning of the Court of Appeal in the case of *Bryant* v. *Herbert* (3 C. P. D. 389), which reversed the decision of Denman, J., and myself in the same case, to hold that within the meaning of the County Courts Act this is an action founded on contract as distinguished from tort. The case to which Mr. Russell referred, of *Alton* v. *The Midland Railway Co.* (19 C. B. N. S. 213, 237), at first appears to present some difficulty; but in the first place that case was not like this, and in the next place it has been criticized and commented upon somewhat adversely. I do not say it has been overruled—that is quite another matter; but it is not a case on the construction of this Act of Parliament, and, therefore, I prefer to base my decision on what I consider to be the true construction of the Act of Parliament in this case. Therefore, I come to the conclusion that this appeal ought to be allowed, with costs here and below.

A. L. SMITH, L.J., concurred.—COUNSEL, *Morton Smith*; *C. A. Russell*. SOLICITORS, *Indermaur & Brown*, for *Gardner & Son*, Manchester; *Cunliffes & Davenport*, for *R. Lingard Monk*, Manchester.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

McILQUHAM *v.* TAYLOR—No. 2, 13th November.

CONTRACT—CONSTRUCTION—COVENANT TO TRANSFER "£1,000 WORTH OF SHARES."

Appeal from the decision of Stirling, J., dated the 7th of August, 1894. By a deed executed on the 2nd of December, 1892, the defendant covenanted within twelve months from that date "to pay the sum of £1,000 to, or hand over to or otherwise transfer into the names of the plaintiffs £1,000 worth of fully paid-up shares in a company to be formed by the defendant" within the same period for working certain mines, the capital of such company not to exceed £12,000. The deed contained a recital that the defendant had agreed for a transfer to him of certain property therein mentioned for the sum of £2,000, the sum of £1,000 to be paid on the date of the said indenture, and the sum of £1,000, being the balance thereof, in fully paid-up shares in a company to be formed by the defendant. The consideration was stated to be (among other things) a covenant to form and register a company, and to hand over to the plaintiffs £1,000 in fully paid-up shares in such company. The defendant formed the company, which was registered on the 20th of November, 1893, with a capital of £12,000, divided into 600 (A) or preference shares, and 600 (B) or ordinary shares. On the 23rd of November, 1893, the defendant executed to the plaintiff a transfer of 100 (B) shares. The shares of the company had never had any marketable value. The plaintiff contended that the

transfer of these shares was not a satisfaction of the covenant, and claimed payment of the £1,000. Stirling, J., held that by issuing preference and ordinary shares the defendant had put it out of his power to comply with his covenant, and gave judgment for the plaintiff. The defendant appealed.

THE COURT (Lord HALSBURY and LINDLEY and RIGBY, L.JJ.) dismissed the appeal.

Lord HALSBURY said that he had entertained no doubt in this case since he had read the covenant. The covenant was not ambiguous, and therefore he had no right to look at the recitals in the deed or at the statement of consideration. Therefore, without going into the reasons given by the learned judge, he held that the covenant was to transfer £1,000 worth of shares. It was vain to contend that under any other construction it was not necessary to strike out the word "worth" altogether. It would conflict with a well known rule of construction to strike out that word or to consider it inoperative. He therefore thought the judgment of the court below was right, on the short and simple ground that the covenant was to transfer £1,000 worth of shares.

LINDLEY, L.J., concurred, and said that if the shares had gone up in value and the defendant had tendered a smaller number of shares worth £1,000, no one could have said that he had not satisfied his covenant.

RIGBY, L.J., concurred.—COUNSEL, *Hastings*, Q.C., and *Bramwell Davis*; *Grosvenor Woods*, Q.C., and *Griffith Jones*. SOLICITORS, *Daniel Jones*, for *A. J. Hughes*, Aberystwyth; *R. Jenkins*, for *Smith, Owen, & Davies*, Aberystwyth.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

KEMP v. WRIGHT—No. 2, 5th November.

BUILDING SOCIETY—INSTRUMENT OF DISSOLUTION—LIABILITY OF ADVANCED MEMBERS—POWER TO VARY—BUILDING SOCIETIES ACT, 1874 (37 & 38 VICT. c. 42), s. 32—BUILDING SOCIETIES ACT, 1894 (57 & 58 VICT. c. 47), s. 10.

Appeal from the judgment of Kekewich, J. (reported 1894, 2 Ch. 462). The action was brought for the purpose of determining the rights and liabilities of the members of the Charing Cross "Model Building Society," which was dissolved by an instrument of dissolution dated the 1st of January, 1894, and made pursuant to section 32 of the Building Societies Act, 1874. The society was a terminating building society, incorporated under the Act on the 20th of December, 1887. One question which arose was whether or not the mortgagor members could be compelled, upon the deed of dissolution taking effect, to pay up forthwith the respective balances due from them. These members were represented by the defendant William Holyoake, whose mortgage was in respect of four shares and was in the usual form of the society's mortgages, and provided that "if the mortgagor should pay to the society all subscriptions, fines, and other moneys which, according to the rules for the time being of the society, should from time to time become payable in respect of the said four shares, and should observe and perform all the said rules, and also all the covenants thereinafter contained," then the society should cause a proper receipt to be indorsed upon the mortgage deed in manner therein mentioned, and thereupon the mortgage deed should be vacated. Rule 25 of the society's rules provided that the principal of moneys advanced upon mortgage should be repayable by monthly instalments. Kekewich, J., delivered judgment on the 10th of May, 1894, and held that the mortgagor members could be compelled to pay up forthwith the respective balances due from them. The defendant William Holyoake appealed. The Building Societies Act, 1894, was passed on the 25th of August, 1894. Section 10 of that Act is as follows: "When a society under the Building Societies Acts is being dissolved or wound up, a member to whom an advance has been made under any mortgage or other security or under the rules of the society shall not be liable to pay the amount payable under the mortgage or other security or rules, except at the time or times and subject to the conditions therein expressed. This section shall come into operation immediately after the passing of the Act." Counsel for the appellant contended that there was nothing in the deed of dissolution to vary his obligation, which was to pay by instalments, and that, at any rate, the case came within section 10 of the Act of 1894. Counsel for the respondent, who represented withdrawing members who had duly given notice of withdrawal, relied on *Brownlie* v. *Russell* (8 App. Cas. 235, 31 W. R. Dig. 28), and contended that section 10 did not apply to the present case, where the dissolution of the society was practically over before the passing of the Act.

THE COURT (Lord HERSCHELL, C., and LINDLEY and A. L. SMITH, L.JJ.) allowed the appeal.

Lord HERSCHELL, C., said it was contended that the liabilities of the advanced members had been altered, but he saw nothing in section 32 of the Act of 1874, under which the dissolution had been effected, or in the deed of dissolution itself to shew that this result had been effected. It was said that, in the event of the society being wound up, the advanced members would have become liable to pay up the balances of their debts at once; but he was unable to see the force of that contention. Winding up was in the nature of a *vis major*. All parties in that event had a right to be heard, and might petition the court. But if the appellant was right the unadvanced members might, by the requisite majority, change the liabilities of the advanced members. His lordship thought that would be very unjust, and, in the absence of authority, refused to hold that such a right existed. With regard to the Act of 1894, he thought section 10 applied. It was true the Act came into operation after the judgment, but the advanced members had not as yet been compelled to pay up the balances of their debts, and the Act said they were not to be so compelled.

LINDLEY, L.J., concurred, and said that the principle of *Brownlie* v. *Russell* was not applicable to the present case.

A. L. SMITH, L.J., concurred.—COUNSEL, *Cozens-Hardy*, Q.C., and *T. R. Hughes*; *F. Thompson*; *W. D. MacConkey*. SOLICITORS, *J. F. Read*, Liverpool; *Alfred Stephenson*, Liverpool; *R. J. Jones & Co.*, Liverpool.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

Re **MAPLIN SANDS**—No. 2, 7th November.

PRACTICE—REJECTION OF EVIDENCE.

Appeal of the Guernsey Commercial Banking Co. from a decision of Kekewich, J. (reported 38 SOLICITORS' JOURNAL, 631), refusing to vary the report of a referee on the ground of improper rejection of evidence.

THE COURT (Lord HERSCHELL, C., and LINDLEY and A. L. SMITH, L.JJ.) dismissed the appeal.

Lord HERSCHELL, C., said that the contention that the whole transaction had not been fully investigated because the referee had refused to allow the documents to be put in *en bloc* or to be gone through *seriatim* could not be maintained. If there had been fair reason for supposing that the documents which were rejected contained anything material, application should have been made for an adjournment in order to examine them. But it was a mere speculation. The referee could not be held to have failed in his duty by taking the course he did, and this appeal must, therefore, be refused.

LINDLEY and A. L. SMITH, L.JJ., concurred.—COUNSEL, *Haldane*, Q.C., and *H. Terrell*; *Warmington*, Q.C., and *Sheldon*. SOLICITORS, *Lumley & Lumley*; *Fowler, Perks, Hopkinson, & Co.*, for *Stamford & Metcalfe*, Bradford

[Reported by C. F. DUNCAN, Barrister-at-Law.]

High Court—Chancery Division.

Re **PIERCY, WHITWHAM v. PIERCY**—North, J., 6th November.

WILL—SARDINIAN LAND—TESTATOR DOMICILED IN ENGLAND.

Benjamin Piercy, who was domiciled in England, devised and bequeathed by his will all his real and personal estate to trustees, upon trust to sell and to invest the proceeds in securities in England, and to pay the income of one-fifth thereof to his wife during her widowhood, and the remainder equally among his children and his brother and sister, and from and after the decease or second marriage of his wife he directed that the *corpus* should be held upon trust for all his children and his said brother and sister in equal shares. But the said testator directed that one-half of each child's share should be held upon trust for such child during his or her life, with remainder to his or her child or children at twenty-one, with gifts over in case of the death of any such child without such issue. The whole of the brother's share was directed to be held upon similar trusts. The testator authorized his trustees to postpone the sale and conversion of his real and personal estate, and to manage the same until sale, and he appointed his trustees executors of his will. The testator died in 1888 possessed of land in Sardinia of very considerable value. The trustees sold and mortgaged part of the testator's Sardinian land. An action was commenced in this country for the administration of the testator's estate, and (*inter alia*) an inquiry was directed as to whether the testator's interest in land situate elsewhere than in England passed by the will, and was validly devised upon the trusts thereof, and if not, who were entitled thereto? A number of opinions of Italian advocates, including Signor Crispi, were produced. Under Italian law a *fidei commissum* is void. It was submitted that under the Italian law the will was a *fidei commissum*, that, therefore, the land devolved as on an intestacy, and that the effect of the Italian code was that the testator's heir-at-law according to his national law was entitled thereto.

NORTH, J., held that the trustees had power to sell the land and receive the purchase-money, and that the proceeds must be dealt with according to English law, and that the gifts to the widow and children were good; but according to Italian law, while the land remained unsold, the gifts over were bad, so that until sale the children and brother took their share in the income absolutely.—COUNSEL, *Cozens-Hardy*, Q.C., and *F. Thompson*; *S. Hall*, Q.C., and *A. St. John Clerke*; *Swinfen Eady*, Q.C., and *Badcock*; *Sir A. Watson* and *J. Rolt*; *P. M. Walters*. SOLICITORS, *Field, Roscoe, & Co.*, for *Evan Morris*, Wrexham; *Crossleys & Vizard*; *Geddes, Son, & Holme*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Re **THE NATIONAL PROVINCIAL BANK OF ENGLAND AND MARSH'S CONTRACT**—North, J., 10th November.

VENDOR AND PURCHASER—CONDITION OF SALE—DEFECTS IN TITLE DISCOVERED ALIUNDE—RETURN OF DEPOSIT.

This was a summons taken out under the Vendor and Purchaser Act by George Marsh, the purchaser, for a declaration that the vendors, the National Provincial Bank, had failed to make a title to the hereditaments; for a return of the deposit, with interest, and of certain other fees paid in connection with the sale; and a reasonable sum for the expenses incurred by the purchaser on his investigation of the vendor's title. On the 27th of April, 1893, the vendors offered for sale at Templecombe, Somerset, a piece of land with four cottages on it at that place. Condition 3 of the conditions of sale was as follows: "The title shall commence with an indenture of conveyance on sale, dated the 23rd day of January, 1869, and the prior title, whether appearing in any abstracted document or not,

shall not be required, investigated, or objected to." At the auction a Mr. Bewsey is said to have stated that he was entitled to the property subject to his mother's life interest therein, and that the bank had no power to sell. The property was, however, purchased by Marsh for £315, who signed the contract and paid £31 10s. on deposit. The abstract commenced with a conveyance in fee of the hereditaments from Miss Elizabeth W. Davis to R. Anster, and it was stated in the recitals that Miss Elizabeth W. Davis, under whom the purchasers claimed, was seised in fee simple. The purchaser's solicitors, from information acquired *aliunde*, objected to the title on the ground that the vendors could only make out an indefeasible title to a life interest, and required the concurrence of another party at the vendor's expense as the only condition on which they would complete. It was not alleged that the vendors had been aware of the facts on which the purchasers rested their claim. The vendors objected to the requisition, on the ground that the 3rd condition precluded the purchaser from objecting to the earlier title on the ground of defects discovered *aliunde*. The vendor relied on *Hume* v. *Bentley* (5 De G. & Sm. 520). On behalf of the purchaser *Darlington* v. *Hamilton* (Kay, 550) and *Else* v. *Else* (20 W. R. 286, L. R. 13 Eq. 196) were cited.

North, J., held, after considering the cases, that on the condition of sale the purchaser was not entitled to take the objection, and dismissed the application, but without costs.—Counsel, *B. B. Rogers; Beaumont.* Solicitors. *Robins, Hay, Waters, & Lucas*, for *H. S. & S. Watts*, Yeovil; *Wilde, Berger, & Moore*, for *Bell & Freame*, Gillingham.

[Reported by J. Arthur Price, Barrister-at-Law.]

DEBNEY *v.* **ECKETT**—Stirling, J., 8th November.

Will—Bequest of Residue of Leasehold Property to Trustees upon certain Trusts—Repairs—Income—Corpus.

Adjourned summons. The testator Thomas Debney, by his will, dated the 5th of June, 1841, bequeathed (*inter alia*) all the residue of his leasehold houses and property, whatsoever and wheresoever, to his trustees upon trust to receive the rents and profits thereof, and to pay thereout certain legacies and annuities, and he directed his trustees, before making any payments on account of the annuities so bequeathed, to discharge and pay out of the said rents and profits "all the costs, charges, and expenses incurred by my said trustees in the performance of the trusts of this my will," and in case there should not remain, after such payments as last-mentioned a sufficient balance to pay all the annuities in full, he further directed that the said annuities should abate proportionately and be paid *pro rata*, and, after the death of all the annuitants, he, the testator, gave the *corpus* of the said leasehold and other property over. The testator died in 1841, leaving leasehold property of considerable value, and in 1850 a suit was commenced in the Court of Chancery to administer the estate. From time to time portions of the leasehold property were sold by order of the court, and the proceeds of the sales paid into court. In 1892 the lessors of the S. property, part of the testator's residuary leasehold estate, and as yet unsold, gave notice to the trustees to put the said property into repair, in accordance with the covenants in the lease under which it was held. The trustees complied with the notice, and in so doing spent a large sum of money, greater in fact than the value of the residue of the term of the lease then unexpired. There was an intestacy as to the gift over, and the next of kin were consequently entitled in remainder, the testator having left no real estate. This was a summons in the administration suit aforesaid taken out by the plaintiff, Margaret Debney, on behalf of herself and all other annuitants, under the will of the testator for an order (*inter alia*) that the cost of the repairs above mentioned should be paid out of the fund in court, proceeds of the sale of leasehold estate of the testator. Counsel for the plaintiff and other annuitants contended that these expenses should come out of *corpus*. They were extraordinary expenses. The expression "costs, charges, and expenses" referred only to the ordinary periodical expenses of carrying out the trust. The cost of the repairs was greater than the value of the residue of the lease, and hence it would be unfair to throw so heavy a burden upon the income. They cited *Re Courtier*, *Cole* v. *Courtier* (35 W. R. 85, 34 Ch. D. 136) and *Re Baring*, *Jeune* v. *Baring* (41 W. R. 87; 1893, 1 Ch. 61). Counsel for the next of kin contended that the charges must be borne by income. They were ordinary expenses arising under the covenants in the lease to repair. *Re Courtier* and *Re Baring* were to be distinguished from the present case. In both those cases the gift of the leaseholds was to the trustees upon trust for the respective tenants for life without more. Here the gift was charged with the payment of costs, charges, and expenses, as was the case in *Re Baring* in respect of the residue, and that part of Kekewich, J.'s judgment dealing with the residue was in favour of this view.

Stirling, J.—I think these expenses are payable out of income. It was the duty of the trustees to keep the property in good repair from time to time, paying for such repairs out of rents and profits, the annuities abating if necessary. The fact that the repairs have all been done at one and the same time does not affect the question as to what fund ought to bear them. If the property had been in a dilapidated state at the death of the testator, that might have made a difference, bearing in mind the decision in *Re Courtier*, but there is nothing to shew that this was the case. Under these circumstances I think that this case falls within Kekewich, J.'s judgment in *Re Baring* (1893, 1 Ch., at p. 65), that the expression "costs, charges, and expenses of the trust" includes the cost of repairs of this nature; and, consequently, I shall make no order on this part of the summons. Summons dismissed.—Counsel, *Grosvenor Woods, Q.C.*, and *Methold*; *Graham Hastings, Q.C.*, and *Fooks*; *Arthur Morton*. Solicitors, *Johnson & Masters*; *Hughes & Sons*.

[Reported by Arthur Morton, Barrister-at-Law.]

Winding-up Cases.

THE HUDDERSFIELD BANKING CO. (LIM.) *v.* **HENRY LISTER & SON (LIM.)**—Vaughan Williams, J., 10th November.

Consent Order—Mistake—Agreement—Mortgage—Fixtures—Fixtures affixed to Freehold—Debentures.

This was an action by the above-named bank for a declaration that a certain arrangement for the sale of certain looms, and their assent to such an arrangement and to an order dated the 17th of October, 1892, were agreed to be given under a mistake as to material facts, and that such mistake was caused by the wrongful acts or persons in the employ of the official receiver, and that the looms belonged to them; and they also asked for an order that so much of the order as contained their consent should be set aside, and that the proceeds of sale belonged to them. The circumstances which gave rise to the present proceedings were the following:—An action was brought against the defendant company in March, 1892, by debenture-holders, and the liquidator of the defendant company, which was in liquidation, was appointed receiver. The bank, the plaintiffs in the present action, were not parties to the debenture-holders' action, and claimed certain looms in the mills occupied by the company as mortgagees under certain mortgages, by which they alleged that they had become entitled to all fixed plant and machinery on the premises. The debenture-holders considered that the looms were loose chattels, and comprised in their security. To determine this question a summons was taken out in the debenture-holders' action, in which the bank appeared, and an order was made on the 17th of October, 1892, with the consent of the bank (the present plaintiffs), that the machinery should be sold, and the proceeds of sale paid to the receiver. The looms were then sold, and the proceeds of sale were in the hands of the receiver. The bank afterwards discovered, as they alleged, that the looms were fixtures, and covered by their mortgages, and took out a summons that the consent order should be set aside, on the ground of common mistake. On appeal from Vaughan Williams, J. (who decided that he had no jurisdiction), it was ordered that the bank should be at liberty to bring such action as they might be advised, and this action was brought against the company, the official receiver, and the debenture-holders.

Vaughan Williams, J., said that on the evidence he was satisfied that the looms were affixed to the freehold by the manufacturers when they were delivered to the company, and the plaintiffs were therefore entitled to the relief they sought. Assuming that the order was based on mutual mistake, the law would be in a very lamentable state if such an order could not be put right, especially if no one had been injured by what had passed, or could be injured by the correction. Any technical difficulty which might have existed had been removed by bringing the action. The result of the authorities was that, although the consent order had been drawn up and completed and acted on, the court had power to set it aside on any ground which would justify it in setting aside an agreement. The order was only the creature of the agreement between the parties, and he could therefore set it aside. Again, it was said that the mistake resulted from the fraud of persons who were not before the court, and *Dvranty's case* (28 L. J. Ch. 37) was relied on to shew that on that ground the order could not be set aside in the present action. That case did not support the proposition based on it. The law was that if a party had been induced by a common mistake to consent to an order, the court could give him the relief, unless his conduct had disentitled him to it. It was immaterial by whose fraud the mistake had been brought about. In his opinion there had been no compromise. The question remained whether the looms were fixtures and comprised in the mortgages. Though the property was long leasehold, he said he should treat it as if it were freehold, and should hold that the looms were affixed to the freehold.—Counsel, *Cooper Willis*, Q.C., and *Kershaw*; *Farwell*, Q.C., and *A. Young*. Solicitors, *Iliffe, Henley, & Sweet*, for *Laycock, Dyson, & Laycock*, Huddersfield; *Ramsden, Ratcliffe, & Co.*, for *Ramsden, Sykes, & Ramsden*, Huddersfield.

[Reported by V. de S. Fowke, Barrister-at-Law.]

Solicitors' Cases.

RHODES *v.* **MOULES**—C. A. No. 2, 12th November.

Solicitors—Fraud of Partner—Liability of Firm—Apparent Authority—Partnership Act, 1890 (53 & 54 Vict. c. 39), s. 11.

Appeal from the decision of Kekewich, J., dismissing the action against all the defendants. The plaintiff Rhodes was a landowner in Northamptonshire, and brought this action against two classes of defendants—(1) his mortgagees, Mrs. Moules and her son, E. R. Moules, and (2) Messrs. Hughes & Masterman, a firm of solicitors. In 1891 one Rew was a partner in the firm of Hughes & Masterman, and in that year the plaintiff, who was a client of the firm, consulted Rew with the view of obtaining a loan of £6,000 upon mortgage of his Northamptonshire estate. Mortgagees were found in Mrs. Moules and her son, who were also clients of Hughes, Masterman, & Rew, and who advanced the money out of funds in their hands as trustees. The transaction was entirely carried out by Rew, who procured himself to be added as joint mortgagee. Rew represented to the plaintiff that the defendants Moules regarded the security as insufficient and required collateral security. The plaintiff consequently handed to Rew twenty-eight share warrants or bonds of the De Beers Consolidated Mines (Limited), each share warrant representing ten shares of £5 each, and payable to bearer. Rew told the plaintiff that these shares were to be handed over to him in consequence of an arrangement he had made with the mortgagees. The mortgagees never required any additional security,

and neither they nor Rew's partners had any knowledge of the circumstances under which he obtained possession of these warrants. In 1893 Rew absconded, having realized the shares and applied the proceeds to his own use, and the mortgage having in the meanwhile become vested in the defendants Mrs. Moules and her son solely The plaintiff then commenced the present action, in which he claimed, as against the Moules, redemption of the freehold property comprised in the mortgage and also of the twenty-eight De Beer share warrants, which, he alleged, had been received by Rew on their behalf. As against Hughes & Masterman the plaintiff claimed, in the alternative, a declaration that their late firm of Hughes, Masterman, & Rew, acting as solicitors for the plaintiff, obtained the share warrants from him upon an untrue representation that they were required by way of collateral security for the mortgage debt, and that the firm were guilty of a breach of duty to the plaintiff in regard to the said share warrants, and that such defendants were jointly liable with Rew and also severally liable to make good to the plaintiff the loss he had sustained by reason of the misappropriation of the share warrants by Rew while a partner with the defendants Hughes & Masterman. Kekewich, J., dismissed the action against all the defendants The plaintiff appealed.

THE COURT (Lord HERSCHELL, C., and LINDLEY and A. L. SMITH, L.JJ.) dismissed the appeal so far as it related to the defendants Mrs. Moules and her son, and allowed the appeal as against the defendants Hughes & Masterman.

Lord HERSCHELL, C., said that this was one of those painful cases in which, whatever judgment was given, the loss must fall on some innocent person who had in no way contributed to it. The first question was whether Rew's partners, Messrs. Hughes & Masterman, were liable to make good the loss to the plaintiff. Before stating the particular facts of this case it was necessary to refer to some former transactions. It was clear that the firm of solicitors had acted for the plaintiff in some previous transactions. In 1889 the 280 De Beer shares were handed by the plaintiff to Rew, and were by him transmitted to some brokers, who, upon the security of them, made an advance to the plaintiff. This loan was paid off in November, 1890. On the 29th of October, 1890, Rew wrote a letter in the name of the firm to the plaintiff, sending him an account, which shewed payments made to the firm on behalf of the plaintiff, and cash received by the firm on his behalf. One of the items was for negotiating and procuring the loan. On the 10th of November that account was settled by a payment made to Rew in the name of the firm. The account was passed through the books of the firm, and the firm received payment for the work which had been done. His lordship then stated the circumstances of the mortgage to the Moules, and said the question was whether, under the circumstances, the solicitors' firm were liable for the misappropriation of the shares by Rew. It was argued that they were not liable, because it was beyond the scope of the business of Rew as a solicitor to take shares from a client in this way, and therefore his partners, being ignorant of what he did, were not liable for his act. It was clear, however, that on previous occasions the firm had acted for the plaintiff in negotiating loans, in receiving from him these very shares as security, and transmitting them to the lenders, and receiving them back when the loan was paid off. And, from the facts which he had stated, his lordship thought it clear that those transactions were transactions of the firm. He was not prepared to say, even apart from this evidence, that it would be outside the scope of the business of a solicitor, when negotiating a loan for a client, to receive securities from him for transmission to another client. But it was not necessary now to decide this point as a matter of law. Under the particular circumstances of this case, his lordship thought the plaintiff was justified in assuming that Rew had the authority of his partners to receive the shares for transmission to the lenders of the money. If the shares had been handed over to the lenders, this transaction would have been on all fours with the previous ones. But they were not handed over, for Rew represented that he had the authority of his clients, the Moules, to hold the shares for them. That was a matter between Rew and those clients. For these reasons, apart from any authority of decided cases, his lordship was unable to see any reason why the plaintiff was not justified in considering that this transaction was one with the firm of solicitors, which rendered the other partners, as well as Rew, liable to him. This liability was, of course, subject to the further question whether the firm could shew that they had discharged themselves by handing over the shares to the lenders. The defendants Hughes & Masterman relied principally on the case of *Cleather* v. *Twisden* (33 W. R. 435, 28 Ch. D. 340), which, they said, had established that it was not part of the business of a solicitor to hold securities payable to bearer for his client for safe custody. That decision did not cover the present case, because here the shares were not handed to Rew for safe custody, but for the purpose of his handing them to another client as security for a loan. In *Cleather* v. *Twisden* the late Bowen, L.J., said: "The claim is against the firm to which Parker belonged in respect of the custody of certain bonds by Parker. This is conceded to be beyond the ordinary scope of the business of solicitors, though, of course, it may be brought within it by special circumstances. Therefore proof must be given by the plaintiffs of some fact or facts, some circumstance or train of circumstances, which are more consistent with the view that it had become firm business, or, at all events, which would lead the plaintiffs to suppose that it was firm business." There was not sufficient evidence there to shew that the business was firm business. It could not be said that it was held as a matter of law that the custody of the bonds was beyond the ordinary scope of the business of solicitors, when that point was conceded. The decision must have depended on the special circumstances. It seemed to his lordship that the most that that decision amounted to was this—that Parker had taken charge of the bonds for the client, not as a member of the firm, but as an individual. And Bowen, L.J., also said: "The real question is whether in letters for which the firm are responsible language has been used which would justify the plaintiffs in assuming that Parker's custody was the custody of the firm." It was difficult to see in the present case how it could be doubted that the mode of dealing justified the plaintiff in believing that Rew received the shares on behalf of his firm—that his receipt was, in fact, the receipt of the firm. Fry, L.J., said: "He (Parker) was advising the trustees in the realisation of the property, and I do not doubt that as to any parts, such as the mortgages, which were received by Parker for distribution the firm would be responsible; but, as to the bonds, they were not received for the purpose of distribution, but for safe custody long before the distribution began." His lordship could see no reason for thinking that, if circumstances like those of the present case had been before the court in *Cleather* v. *Twisden*, they would have arrived at a conclusion different from that at which this court was now arriving. Then it was said that the defendants the Moules were responsible for the shares; that the receipt by Rew was on their behalf, and that they could not call on the plaintiff to repay the loan without giving up to him the shares as well as the mortgaged property. In order to succeed in this claim the plaintiff must make out (1) that Rew, in fact, received the shares for the Moules; and (2) that he did so with their authority. His lordship was not satisfied that Rew ever intended to receive the shares for the Moules. He induced the plaintiff to believe that he did, but that was quite a different matter. The case was very peculiar. Rew joined himself as a mortgagee without any authority for doing so. He told the plaintiff that the Moules required further security. They had never said anything of the kind. They had never authorized Rew to hold the shares for them. It was proved that Rew had engaged in Stock Exchange transactions, and that ultimately he sold the shares and appropriated the proceeds. In the absence of evidence, his lordship could not be satisfied that Rew ever intended to hold the shares for the Moules. If he did, there was no evidence of any express authority from them. It was said that he had a general authority to act for them. His lordship had read the correspondence, and it led him to an exactly opposite conclusion. As the lenders never knew that the shares had been received by Rew, it would be somewhat extravagant to hold that they were liable to replace them. His lordship could not hold that they were liable to do so. In this respect the judgment of Kekewich, J., must be affirmed, but as regards the solicitors his judgment must be reversed.

LINDLEY, L.J., in the course of a written judgment, said that he would first take the case made against Hughes & Masterman, who were Rew's partners. The law applicable to the case against them was thus stated in section 11 of the Partnership Act, 1890:—"In the following cases, (*a*) where one partner, acting within the scope of his apparent authority, receives the money or property of a third person and misapplies it; and (*b*) where a firm in the course of its business receives money or property of a third person and the money or property so received is misapplied by one or more of the partners while it is in the custody of the firm, the firm is liable to make good the loss." The facts brought this case within this enactment. Rew, Hughes, and Masterman were partners, and Rew certainly was acting in his transactions with the plaintiff as a member of the firm. The plaintiff wanted to borrow money on some property in Northamptonshire, and he applied to Rew as a solicitor to assist him to effect the necessary mortgage. Some clients of the firm—viz, the two defendants Moules—were said to be willing to lend the money; but, the plaintiff's interest in the land being subject to an annuity, Rew said that the rents were not sufficient to cover the interest, and that the plaintiff's shares might be brought in as further security. Accordingly, on the 28th of August, 1891, the plaintiff obtained the shares from his brokers and lodged them with Rew. At the same time the plaintiff executed a mortgage of the land referred to, and left that also with Rew. So far the transaction was an ordinary business transaction, and such as solicitors were in the daily habit of conducting. It was everyday practice for a solicitor to act for both borrower and lender in a mortgage transaction, and to receive from the lender the money to be lent to the borrower in order to hand it to him; and to receive from the borrower the deeds and other securities on which the money is raised, and to keep those deeds and securities for the lender until he wants them or until the loan is paid off. What Rew did was neither more nor less than to receive the plaintiff's share certificates as part of an ordinary business transaction of this description. It was said that the ordinary course of business did not extend to the receipt of securities payable to bearer; but there was no authority for this proposition, nor was there any evidence to shew that this was so in fact. Moreover, there was evidence to shew that this firm, at all events, received such securities for the plaintiff and other clients. The only conclusion at which he could arrive was that the plaintiff's certificates came into Rew's hands when acting within the scope of his apparent authority. The case was thus brought within the first half of section 11 of the Partnership Act, 1890. But it was also, he thought, brought within the second half. [His lordship referred to certain letters and accounts and the evidence of a witness, and said that these, coupled with the facts to which he had already alluded, justified the inference that the plaintiff's certificates were received by the firm in the ordinary course of its business.] He should not hesitate to draw this inference himself. The case of *Cleather* v. *Twisden*, on which the defendants so much relied, was clearly distinguishable from the present. The securities there were deposited for safe custody only. They did not come into the hands of the firm (or of any of its members) as part of a transaction which was being conducted by the firm (or any of its members) in the ordinary course of business. There was no business being conducted except the deposit itself. But in the very same case it was conceded that the firm was liable for money received by one of the partners for investment on mortgage and misapplied by him. He passed now to the case of the two Moules. It was contended that Rew obtained

the plaintiff's share certificates for them, and with their authority, and that his receipt was their receipt, and that they were consequently liable for their value. It was abundantly plain that Rew purported to act for them in this matter. Kekewich, J., appeared to have thought that the Moules could not have ratified what he did. He could not agree with the learned judge on that point. In his opinion the Moules could have ratified Rew's acts, and have held the certificates as part of their security, if they had been so minded. But they never did, and of course they disclaimed all interest in the certificates when they knew the facts. Rew's authority to act for them in this matter was not proved; and his lordship's own conclusion from the evidence was that he had no such authority. The Moules never knew anything about the shares until Rew absconded. They had agreed to lend money on the plaintiff's Northamptonshire estates; and they authorized Rew to act for them in that matter. When he got the plaintiff's certificates no document was ever signed to shew that they were part of the Moules' security. It was said that the Moules left everything to Rew; but "everything" was a large and vague word. No doubt they left him to manage everything incidental to carrying out the mortgage which they authorized; but they never left him free to accept as a security anything more than, or different from, the mortgage which they had approved. The agency in this case was not, in his lordship's opinion, established, and, there having being no ratification, there was no liability. The appeal must therefore be dismissed with costs as against the Moules; but it must be allowed with costs, both here and below, as against Masterman and Hughes; and they must be declared jointly and severally liable for the value of the shares the certificates of which Rew misappropriated, and there must, if necessary, be an inquiry as to that value, and Masterman and Hughes must be ordered to pay it.

A. L. SMITH, L.J., delivered a written judgment, in which he concurred.—COUNSEL, *Warmington*, Q.C., and *Dibdin*; *Marten*, Q.C., and *Boome*; *Sir R. Webster*, Q.C., *Renshaw*, Q.C., and *Dickinson*. SOLICITORS, *Bridges, Sawtell, Heywood, Ram, & Dibdin*; *Hempson & Elgar*; *Janson, Cobb, & Pearson*.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

LAW SOCIETIES.

COUNCIL OF LEGAL EDUCATION.

LINCOLN'S-INN HALL.

The Council have made the following appointments of readers and assistant readers:—

Constitutional Law, English and Colonial, and Legal History—reader, J. P. Wallis, Esq.

Roman Law and Jurisprudence, and International Law, Public and Private—reader and assistant reader (appointment postponed till December).

The Law of Real and Personal Property and Conveyancing—reader, Sir H. W. Elphinstone, Bart.; assistant reader, John Gent, Esq.

Law and Equity—reader, Edmund Robertson, Esq.; assistant reader, J. A. Hamilton, Esq.; reader, A. Hopkinson, Esq., Q.C.; assistant reader, O. A. Saunders, Esq.

Evidence, Procedure, Civil and Criminal, and Criminal Law—reader, A. Henry, Esq.

The readers are appointed for three years, the assistant readers for one year.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 14th inst., Mr. Richard Pennington in the chair. The other directors present being Messrs. W. F. Blandy (Reading), H. M. Cotton, G. R. Dodd, Samuel Harris (Leicester), J. H. Kays, F. R. Parker, Henry Roscoe, Sidney Smith, J. J. E. Venning (Devonport), F. T. Woolbert, and J. T. Scott (secretary). A sum of £578 was distributed in grants of relief, twelve new members were admitted to the association, and other general business transacted.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

MICHAELMAS EXAMINATION, 1894.

General Examination of Students of the Inns of Court, held at Gray's-inn Hall on the 16th, 17th, 18th, and 19th of October, 1894.

The Council of Legal Education have awarded to the following students certificates that they have satisfactorily passed a public examination:—

Charles Hamilton Bardswell, George Fitz-Hardinge Berkeley, William James Bonnin, Ernest Melville Bonus, Henry Illingworth Bowring, Jogeschandra Chaudhuri, David Henry Crompton, Paris Frederick Drake-Brockman, Alfred Willan Dunn, Ernest Henry Ford, John Marie Gatti, William John Wharton Glasson, Henry Cubitt Gooch, John Herbert De Pay Thorold Gosset, Henry Eugene Walter Grant, Guy Worthington Halcomb, Bertram Alexander Hall, Joseph Ephraim Casely Hayford, Jabez Francis Hebron, Rowland Nicholas Hebron, Noel Charles Minchin Home, Christopher Howarth, Edward Bertram Hilton Kershaw, Perceval Landon, Trevor Gwyn Elliot Lewis, Edward Grimwood Mears, Frederick Hillewell Mills, Arthur Bell Morland, Charles Henry Mortimer, William Neilson, John Henry Brunel Noble, Robert Emilius Noble, Wyatt Paine, John Hope Percival, Archibald Read, Richard Sheepshanks, Arthur James De Gleichen Tettenborn, William Henry Wilson Theobald, William Chapman Waller, William Ralph Ward-Jackson, and Abraham Longdale Whittaker, all of the Inner Temple;

John Adam, Ah Doe, Ghulam Mohiuddin Ahmad, Edgar Attkins, Dorabji Nusserwangi Bahadurji, Henry Charles Barker, Frederick William Barry, Arthur Fitzgerald Bowen, Philip Nathaniel Browne, John Campbell, Joseph Herbert Cunliffe, Jyotis Ranjan Das, Henry Clissold Davenport, Jivanlal Varajrai Desai, Kalanji Pragji Desai, Louis Lempriere Dobson, Martin Elliott, Godfrey Fetherstonhaugh, William St. John Francis-Williams, Nalinibhusahan Gupta, Harold William Hensman, William Houston, William Howard-Flanders, George Davidson Kempt, Charles Weller Kent, Eustace John Kitts, Antonius Francois Kock, Stanley Anderton Latham, Maurice Twisden La Thangue, Percival Chater Manuk, John Stuart Martin, Maung Kin, Edward James Naldrett, Harold Newell, Francis Charles Oppenheimer, Arthur Stanley Quick, William Rayden, John Baptist Rentiers, Arthur Henry Riseley, Setalvad Chunilal Harilal, Joannes Jacobus Cornelis Biesman Simons, William Stuart Pass Skelding, Howard Villiers Smith, Arthur Francis Welby Solomon, Robert Franklin Stubbing, and Theodore Thomson, all of the Middle Temple;

Mir Aun Ali, Haridas Bose, William Edwin Brunyate, George Gordon Dickson, George Edward Foy, Kaikhosroo Adurji Ghaswalla, John Cook Gordon, Frederic Dewar Head, Edward John Heckscher, Mohomed Abdul Kabir, Jaffer Rahimtoola Kaderbhoy, Reginald Vincent Le Bas, John Frederick Badger Moody, Eustace Stanley Paton, Umapada Roy, Radhika Prosad Sen, Charles William Vickers, and Hervey Wedgwood Vaughan Williams, all of Lincoln's-inn;

Duni Chand, Louis Solomon Green, James Hodgson, John James Jackson, Janki Nath Koul, Frederick Sidney La Chapelle, Frederick John Lampard, Hemaieta Kiemar Mullick, Henry Justin Charles Pereira, Jehanghir Pestonji, and Frederick Charles Frampton Stallard, all of Gray's-inn.

The following students passed a satisfactory examination in Roman law:—

Walter Macarthur Allen, Robert Frederic Bayford, James Bradbury, Robert James Burns, William Done Bushell, Walter Samuel Cohen, Frederick Joseph Coltman, William Thomas Patrick Coyle, Richard Henry Creswell, Frederick Thorold Dickson, John Vipand Edmunds, John Llewelyn Davies Evans, Allan Maxcey Galer, Percy Carlisle Gilchrist, James Byng Gribble, Charles James Higginson, Thomas Isherwood, Edward Bedford Joy, Stephen Hamilton Langton, Edward Henry Harrington Maxwell, Charles Albert McCurdy, Henry Seymour Moss-Blundell, George Herbert Norton, Jocelyn Pelham, Charles Harold Perrott, Bertram Fletcher Robinson, Mohamed Siddique, The Hon George Arthur Sinclair, Herbert Kortwright McDonnel Sismett, Arthur Edmund Spender, Walter James Lionel Stewart, Robert Holme Storey, and Charles Thornton, all of the Inner Temple;

Reginald Herbert Brade, Richard George Temple Coventry, Lalla Sundar Dass, Joseph Jean Marie Gaston Delafaye, Constantine Jose Dos Santos, Frank Freeth, George Le Maistre Gruchy, Ernest Edward Humphreys, Thomas Harvey Jessop, Henry Bencraft Joly, Harry Bollen Longhurst, John Robert Manners, Byramjs Rustomjee Mehta, Jean Baptiste Darcet Melotte, Kashmiri Mull, Pundit Bhola Nath, Samuel Robert Nightingale, Moung Bah Oung, Charles Alphonse Robert Pitot, Rai Phaw, Gostendra Das Seal, Thomas Joseph Strangman, Launcelot Henloch Ayscough Stubbs, Horace Lowthorpe Thomas, Theodore Sykes Thomas, Marshall Denham Warmington, and Granville Charles Hastings Wheler, all of the Middle Temple;

Arthur Melville Champernowne, Gilbert Edmund Augustine Grindle, Muhammad Rayazul Hassan, Edward Burn Hawes, Henry Owen Joseph, Rahim Khan Karim Khan, George Edward Leon, Gerald Clare Maberly, Frederick William Mander, Arthur Henry Marshall, Philip Edward Percival, Alexander Pulcherie Pierre, Anant Ram, Egbert George Rand, Pestonjee Hormusjee Jamsedjee Rustomjee, Albert Edward Skinner, Richard Augustus Vaux, Hiram Wolcott Warner, Roger Eustace Wilbraham, and George Watkins Williamson, all of Lincoln's-inn;

Leonard William Bangley, Edwin Augustus Durham, George Gregory Fisher, Samuel Flemming, Frederick Charles Goodwin, Samuel Hanna, George Reginald Helmore, James Graham Leslie, James Mason, and Thomas Josiah Thompson, all of Gray's-inn.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—November 6—Chairman, Mr. Halliday Harcourt.—The subject for debate was: "That this society disapproves of the policy of the present London School Board." Mr. C. Herbert-Smith opened in the affirmative, in the absence of Mr. T. Duncan. Mr. A. Hais opened in the negative, in the absence of Mr. L. Worthington Evans. The following members also spoke:—Messrs. E. A. Bell, C. H. Anderson, E. H. Thirlby, and F. T. Arnold in favour of the resolution; and Messrs. A. W. Watson, W. S. Henderson, and A. E. Clarke against it. Mr. Nugent Chaplin replied on behalf of Mr. Herbert-Smith, who had been compelled to leave earlier in the evening. The motion was lost by two votes.

Nov. 13—Chairman, Mr. Nugent Chaplin.—The subject for debate was, "That the case of the *Art Union of London* v. *Overseers of Savoy* (1894, 2 Q. B. 609) was wrongly decided." Mr. A. W. Watson opened in the affirmative. Mr. A. E. Clarke opened in the negative (in the absence of Mr. Thirlby). Mr. C. P. R. Young seconded in the affirmative. Mr. H.

Harcourt seconded in the negative (in Mr. T. Henry Jones's absence). The following members also spoke:—Messrs. Evans Austen and Neville Tebbutt in the affirmative, and Messrs. Tudor Lay and H. E. Miller in the negative. Mr. A. W. Watson having replied, the chairman summed up. The motion was carried by six votes. The subject for debate at the next meeting of the society on Tuesday, November 28, is, "That this society is of opinion that the unification of London for municipal purposes is desirable, and approves of the report of the recent commission."

NEW ORDERS, &c.

ORDER OF TRANSFER.

ORDER OF COURT.

Tuesday, the 6th day of November, 1894.

I, the Right Honourable Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby order that the three several actions mentioned in the schedule hereto, shall be transferred from the Honourable Mr. Justice Chitty, the Honourable Mr. Justice North, and the Honourable Mr. Justice Kekewich respectively, to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice Chitty (1894—G.—1726).

Gillman and Spencer, Limited (Plaintiffs) v The Rizine Food Company, Limited (Defendants).

Mr. Justice North (1894—B.—4278).

George Burge and others (Plaintiffs) v W. Levett and Company, Limited (Defendants).

Mr. Justice Kekewich (1894—P.—2332).

Livian Francis Pearse and Emily Frances Morley, spinster (Plaintiffs) v C. J. Fox and Company, Limited, Alice Mary Houlder (married woman), and Messrs. Swepstone and Stone (Defendants). HERSCHELL, C.

LEGAL NEWS.

APPOINTMENTS.

Lord COLERIDGE, Q.C., Mr. A. K. LOYD, Q.C., and Mr. MUIR MACKENZIE have been elected Benchers of the Honourable Society of the Middle Temple, in succession to the late Lord Chief Justice Coleridge, the late Sir Rupert Kettle, and the late Mr. Trevelyan.

Mr. FREDERICK WILLIAM MILLER, of Liverpool, has been appointed a Commissioner for Oaths. Mr. Miller is a Commissioner for Oaths and for taking Acknowledgments of Deeds for the State of New York, U.S.A.

Mr. C. W. DE LYONS-PIKE, solicitor, of 37, Bedford-row, London, has been appointed a Commissioner for Oaths.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

THOMAS HERBERT WATSON and JOHN SHARP CHANNER, solicitors (Watson & Channer), Lutterworth. November 3. [*Gazette*, Nov. 9.

JOHN HENRY BULLOCK, JOHN LAW WORTHINGTON, and FRANCIS JOSEPH JACKSON, solicitors, Manchester. So far as regards the said John Henry Bullock.

HENRY COOKE, JAMES BRADLEY COOKE, and JOHN HENRY DUNN, solicitors (Isaac Cooke, Sons, & Dunn), Bristol. Oct. 29. So far as regards the said John Henry Dunn. The said Henry Cooke and James Bradley Cooke will continue to carry on the business in partnership together, under the style or firm of Isaac Cooke & Sons.

HENRY FINCHETT-MADDOCK, FREDERIC WILLIAM SHARPE, and WILLIAM HENRY FINCHETT, solicitors (Finchett-Maddock, Sharpe, & Finchett), Chester. Oct. 31. [*Gazette*, Nov. 13.

GENERAL.

We are requested by Messrs. Gruggen & Williams to call fresh attention to the warning contained in their letter which we printed last week (*ante*, p. 25).

The members of the North-Eastern Circuit will entertain the Solicitor-General, Mr. Lockwood, Q.C., M.P., at a dinner at the Hôtel Métropole on Saturday, January 12, in celebration of his recent appointment as a law officer.

We are informed that early in December next the Council of Legal Education will appoint three members of the General Board of Examiners. Applications from gentlemen desirous of being appointed should be sent to the Clerk of the Council, Lincoln's-inn Hall, not later than Saturday, 1st of December.

Mr. Lockwood has, says the *World*, resigned the position of standing counsel to the Jockey Club (in which he succeeded the Lord Chief Justice), in consequence of his being appointed Solicitor-General, and he will be replaced by either Mr. Charles Mathews or Mr. G. H. Stretfield. The late Baron Martin was for some years standing counsel to the Jockey Club, and the post was held for a long time by Mr. Justice Hawkins; and when he was raised to the bench a general retainer was given by the Stewards to the present Lord Chief Justice.

In the course of the Southend murder case at Chelmsford, on Wednesday, Mr. Cock, Q.C., counsel for the prisoner, stated that he should give no evidence, and he should claim to have the last word, the Solicitor-General having no right to a reply, that privilege applying only to the Attorney-General in person. The Solicitor-General cited the resolution of the Judges in 1884, cited in Vol. V. of the the new State Trials, in which the privilege was said to attach to the Solicitor-General when he appeared in place of the Attorney-General, and that in such cases, when no evidence was given for the defence, the Solicitor-General was entitled to a general reply. Mr. Baron Pollock said he had been present on that occasion, and was quite clear that this was what was intended by the judges.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Nov. 19	Mr. Ward	Mr. Clowes	Mr. Godfrey
Tuesday 20	Pemberton	Jackson	Leach
Wednesday 21	Ward	Clowes	Godfrey
Thursday 22	Pemberton	Jackson	Leach
Friday 23	Ward	Clowes	Godfrey
Saturday 24	Pemberton	Jackson	Leach
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, Nov. 19	Mr. Rolt	Mr. Lavie	Mr. Pugh
Tuesday 20	Farmer	Carrington	Beal
Wednesday 21	Rolt	Lavie	Pugh
Thursday 22	Farmer	Carrington	Beal
Friday 23	Rolt	Lavie	Pugh
Saturday 24	Farmer	Carrington	Beal

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BONNERJEE.—Nov. 10, at 6, Park-street, Calcutta, the wife of K. S. Bonnerjee, barrister-at-law, of a son.

INGRAM.—Nov. 7, at Petticombe, Monkleigh, North Devon, the wife of T. Lewis Ingram, of the Middle Temple, barrister-at-law, of a son.

TICKELL.—Nov. 13, at West Kensington, the wife of Joseph Harkness Tickell, barrister-at-law, of a daughter.

WILSON.—Nov. 9, at Eastwood, Bardwell-road, Oxford, the wife of R. W. Rankine Wilson, barrister-at-law, of a son.

DEATH.

MCLELLAN.—Nov. 11, at Rochester, William Francis McLellan, solicitor, eldest son o W. J. McLellan, of Rochester, solicitor, aged 32.

WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AGENCE DALZIEL, LIMITED—Petn for winding up, presented Nov 5, directed to be heard on Nov 21. Rooper & Whately, 17, Lincoln's inn fields, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov 20

CUMBERLAND GOLD MINING CO, LIMITED—Creditors are required, on or before Dec 11, to send their names and addresses, and particulars of their debts or claims, to Arthur Giffard, Blomfield House, London wall. Philpot, 12, Bedford row, solor for liquidator

HOME TELEPHONE CO, LIMITED—Creditors are required, on or before Dec 14, to send their names and addresses, and particulars of their debts or claims, to E. A. Horne, 85, Queen Victoria st. Spottiswoode, solor for liquidator

MANCHESTER MINING SYNDICATE, LIMITED—Creditors are required, on or before Dec 5, to send in their names and addresses, and particulars of their debts or claims, to Donald Munro, 5, Cross st, Manchester

NETHERLANDS INDIA SUMATRA TOBACCO CO, LIMITED—Creditors are required, on or before Feb 9, to send their names and addresses, and particulars of their debts or claims, to James Fitzpatrick, 147, Leadenhall st

STEEL BALL MANUFACTURING CO, LIMITED—Creditors are required, on or before Dec 21, to send their names and addresses, and particulars of their debts or claims, to Alexander George Thornton, 109, Deansgate, Manchester. Rylance & Son, Manchester, solors for liquidator

FRIENDLY SOCIETY DISSOLVED.

NATIONAL SHIPWRIGHTS' FRIENDLY SOCIETY, 98, Mill st, Liverpool. Nov 3

London Gazette.—TUESDAY, NOV. 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRINE BATHS HOTEL, LIMITED—Petn for winding up, presented Nov 6, directed to be heard on Nov 21. Hannay, 17, Sackville st, Piccadilly, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov 20

CENTRAL AFRICAN CO, LIMITED—Creditors are required, on or before Jan 1, to send their names and addresses, and particulars of their debts or claims, to Finlay A. Macrae and Thomas F. Dalgliah, Portland House, Basinghall st

GATESHEAD HIGH SCHOOL FOR BOYS Co, LIMITED—Creditors are required, on or before Dec 27, to send their names and addresses, and particulars of their debts or claims, to Charles Humble, 10, Swinburne st, Gateshead. Wilkinson & Marshall, Newcastle on Tyne, solors for liquidator

HOOK PNEUMATIC TYRE Co, LIMITED—Petn for winding up, presented Nov 8, directed to be heard on Nov 21. Vallance & Co, Lombard House, George yard, Lombard st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov 20

INTERNATIONAL COMMERCIAL Co, LIMITED—Petn for winding up, presented Nov 9, directed to be heard on Nov 21. Fryer, 27, Charles st, St James's, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov 20

MANCHESTER COTTON WASTE PACKING Co, LIMITED—Creditors are required, on or before Dec 15, to send their names and addresses, and particulars of their debts and claims, to Charles William Nasmith, 69, Princess st, Manchester. Ledgard, Manchester, solor for liquidator

RUDRY MERTHYR STEAM AND HOUSE COAL COLLIERY AND FIRE BRICK Co, LIMITED—Petn for winding up, presented Nov 9, directed to be heard on Wednesday, Nov 21. Bell & Co, Ormond House, Great Trinity lane, agents for Lewis, Cardiff, solor for petners. Notice of appearing must reach Messrs. Bell & Co not later than 6 o'clock in the afternoon of Nov 20

RUSSELL ADVERTISING AND PRINTING Co, LIMITED—Creditors are required, on or before Dec 6, to send their names, addresses, and particulars of their debts or claims, to Elles Hill, 79, Mark lane

VACUUM DRYING Co, LIMITED—Creditors are required, on or before Dec 20, to send their names and addresses, and particulars of their debts or claims, to John Ball Ball, 1, Gresham bldgs, Basinghall st. Maddisons, King's Arms yard, solors for liquidator

WADDINGTON & Co, LIMITED—Creditors are required, on or before Dec 25, to send their names and addresses, and particulars of their debts or claims, to Daniel Stafford, Hyde, Chester. Brownson, Hyde, solor for liquidator

UNLIMITED IN CHANCERY.

SOUTH STAFFORDSHIRE TRAMWAYS Co—Petn for winding up, presented Nov 9, directed to be heard on Nov 21. Smiles & Co, 15, Bedford row, agents for Duignan & Elliot, Walsall, solors for petners. Notice of appearing must reach Messrs. Smiles & Co not later than 6 o'clock in the afternoon of Nov 20

FRIENDLY SOCIETIES DISSOLVED.

BOSWORTH OLD FRIENDLY SOCIETY, Dixie Arms Hotel, Market Bosworth, Leics. Nov 3

CERTAIN TO PROSPER LODGE, National Independent Order of Odd Fellows Society, Accrington. Nov 3

EBBW VALE PHILANTHROPIC FRIENDLY SOCIETY, Vestry Room, Penuel Chap, Ebbw Vale, Mon. Nov 3

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM

London Gazette.—FRIDAY, Nov. 2.

AYLMER, HUGH, West Dereham, Norfolk, Farmer Dec 5 Custance v Aylmer, North, J Nunn, Downham Market

BARHAM, RICHARD, Queenhithe, Printer Nov 30 Pimm v Barham, Chitty, J Sweetland & Greenhill, Fenchurch st

BURRIDGE, ALFRED, Bedford, Soda Water Manufacturer Dec 3 Barker v Scotcher, Stirling, J Jessopp, Bedford

EVANS, RICHARD STANTON, Lowndes st, Esq Dec 8 Graham v Ford, Kekewich, J Rawle, Bedford row

LEVY, BENJAMIN, Sunderland, Wholesale Clothier Dec 7 Levy v Levy, North, J Ward, King st, Cheapside

LITTLE, JOHN, Thursby, Cumberland, Labourer Nov 30 Burton v Little, North, J Graham, Carlisle

London Gazette.—TUESDAY, Nov. 6.

BEASLEY, HENRY, York st, Westminster, Builder Dec 7 Smith v Balchin, Chitty, J Dutton, Churton st, Pimlico

BURGH, JAMES, senr, Bartholomew close, Weaver Dec 10 Yellowley v Burgh, Kekewich, J

HARRIS, EDWARD, Liverpool, Watch Manufacturer Nov 30 Harris v Harris, Registrar, Liverpool Cleaver, North John st, Liverpool

PINK, ROBERT, Milford, Surrey, Builder Dec 10 Challen v Fairchild, North, J Day & Whately, Godalming

SEDGWICK, THOMAS, Adlington, Lancs, Tailor Dec 6 Brook v Sedgwick, Kekewich, J Hunter, Bradford

SALISBURY, GEORGE HENRY, Bridport, Dorset, Gent Dec 5 Champ v Salisbury, North, J Young, Leadenhall st

SILVANI, GIOVANNI GIUSEPPE, Victoria st, Gent Dec 3 Alexander v Butler, Chitty, J Carpenter, Trafalgar sq

SMALLWOOD, HENRY, Kinderton by Middlewich, Chester, Builder Dec 4 Massey v Smallwood, Chitty, J Pritchard, King st, Cheapside

WELLARD, WILLIAM, Ramsgate, Kent, Coachman Dec 1 Wellard v Wellard, Kekewich, J Emery, Ramsgate

London Gazette—TUESDAY, Nov 13.

BAINTON, HENRY, Southsea, Timber Merchant Jan 1 Pearse v Crown, North, J King, Portsmouth

BARKER, WILLIAM, Borough High st, Draper Jan 1 Ravenshaw v Barker, North, J Palmer, Three Crown sq, Southwark

HEATHCOTE, WILLIAM ARTHUR, and SAMUEL HEATHCOTE, Rolleston, Wilts, Gents Dec 12 Walsh v Wyndham, Stirling, J Hammond, Salisbury

PROCTOR, ELIZABETH, Stockton on Tees Dec 1 Procter v Bradley, Registrar, Durham Trotter, Stockton

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 2.

ACOCKS, ALFRED, Leytonstone Nov 12 Beckingsale & Co, Copthall avenue

ADAMS, ROBERT PERCIVAL, Lieutenant, Gt Yarmouth Nov 29 Leighton, Clement's inn

ADCOCK, HENRY, Neatishead Dec 2 Goodchild, Norwich

ALLAN, JAMES, Berwick upon Tweed, Timber Merchant Nov 12 Sanderson & J K Weatherhead, Berwick upon Tweed

ANDERSON, ELIZABETH JOHNSON, Flixton Nov 14 Hewitt & Son, Manchester

BECK, CHARLES GEORGE HADEN, Blackburn, Solicitor Nov 30 Withers & Hargreaves, Blackburn

BELL, WILLIAM, Garston, Mechanic Dec 3 Rudd, Liverpool

BENNETT, THOMAS LEE, Waltham Cross Nov 30 Crossfield & Co, Hackney rd

BERSON, THOMAS, Birmingham, Railway Clerk Nov 30 Rollason, Birmingham

BENTLEY, MARGARET, Ramsbottom Nov 23 Knowles & Thompson, Manchester

BENTLEY, NETHERWOOD, Rotherham, Gent Dec 8 Marsh & Son, Rotherham

BRENNAN, JOSEPH, Southport, Clothes Dealer Nov 30 Innes, Manchester

BOOTH, JOHN, Cricklade St Sampson, Wilts, Gent Dec 8 Kinneir & Toombs, Swindon

CHAMPNESS, MARY, Southport Nov 30 Buck & Co, Southport

CLARK, MATTHEW GUNNING, Tooting, Medical Practitioner Nov 28 Langton, Strand

COOKING, HENRY, Sheffield, Mason Dec 18 Smith & Co, Sheffield

COWAP, THOMAS, Tarporley, Painter Dec 15 Bate, Tarporley

CRANKE, JOHN, Ulverston, Surgeon Dec 1 Atkinson, Ulverston

DINES, JOSEPH, Bournemouth, Boarding House Proprietor Nov 30 J & W H Druitt, Bournemouth

FERRELL, HENRY, Newcastle upon Tyne, Linen Draper Dec 1 Mather & Co, Newcastle upon Tyne

HALL, THOMAS LOXHAM, St John's Wood, Gent Dec 1 Finch & Turner, Cannon st

HAMPSON, HANNAH, Newtown Bemberton Dec 15 Barlow, Wigan

HARE, MARY ANN, Clifton Jan 1 James & Son, Hereford

HATCHETT, JOHN, Wednesbury Nov 30 Stockdale, Wednesbury

HUNT, WILLIAM, Kingsland, Artist Dec 7 Ackland & Son, Saffron Walden

KINCHY, ELIZABETH MARY CALDER, Southend Oct 1 Lovell, Monument bldgs

KOHNSTAMM, JOSEPH HERMANN, Cannon st, Leather Merchant Dec 17 Montagu, Bucklersbury

LAMBERT, EDWARD STIRLING, Kensington Nov 24 Gabriel, Lincoln's inn

LONG, EDWARD, Forest Gate Nov 20 Banes, Stratford

MUSKETT, MARY, Norwich Jan 31 Yetts, Lincoln's inn fields

NORTON, JOHN, Hornsey rd, Builder Nov 19 Gabriel, Lincoln's inn

PALMER, EDWARD, Bath, Cabinet Maker Dec 1 Payne & Fuller, Bath

PUCKLE, CHARLOTTE WARINGTON, Brighton Jan 31 Pemberton & Co, Lincoln's inn

RIEMS, AUGUSTE, Zomerghem, Cook Dec 2 Stibbard & Co, Leadenhall st

ROMER, ROBERT CORCYRA, Reading, Major General Dec 8 Stricks & Bellingham, Swansea

ROSSITER, JAMES, Long Crichel, Dorset, Farmer Dec 1 Dibben, Wimborne

SEDDON, ANNIS, Southport Dec 11 R & F H Taylor, Bolton

SEDDON, CHARLES, Southport, Gent Dec 11 R & F H Taylor, Bolton

SPRAGGETT, RICHARD, Leamington Spa Dec 31 Southern & Co, Ludlow

STEEL, JOSEPH, Ightham Nov 30 Powell & Rogers, Essex st

STOCKTON, WILLIAM, Gt Yarmouth, Teacher of Science Dec 15 Bate, Tarporley

THOMPSON, GEORGE, Crewe, Wine Merchant Nov 20 Speakman & Flowerdew, Crewe

TIDCOMBE, AUGUSTA MARY, Crewkerne Nov 30 Clarke & Lukin, Chard

TIDCOMBE, JOHN JAMES, Crewkerne, Gent Nov 30 Clarke & Lukin, Chard

WARRINER, WILLIAM, Sharrow, Yorks, Station Master Nov 26 Wise & Son, Ripon

WESTON, CAROLINE, Bury St Edmunds Dec 11 Hayward & Smith, Rochester

WICKES, WILLIAM WATTS, Aylsham, Esq Dec 7 Houchen & Houchen, Thetford

WIGAN, HENRY, South Kensington, Hop Merchant Jan 1 Maples & Co, Old Jewry

WING, EDWARD, Kingston upon Hull, Hatter Dec 3 Gardam, Hull

WOOD, JOEL, Bradfield, Farmer Dec 10 Dransfield & Hodgkinson, Penistone

London Gazette.—TUESDAY, Nov. 6.

ARMITAGE, HENRY WILLIAM, Bexley Health, Esq Dec 31 Powell & Burt, St Swithin's lane

BARNES, JOHN, Accrington, Drysalter Dec 10 Haworth & Broughton, Accrington

BENTLEY, NETHERWOOD, Rotherham, Gent Dec 8 Marsh & Son, Rotherham

BREWSTER, WILLIAM JETSON, Kingston on Thames Dec 31 Loxley & Co, Cheapside

CHARRINGTON, PERCY WILLIAM, Virginia Dec 21 Bowman & Crawley Boevey, Bedford row

DAVIS, SARAH, Trowbridge Dec 8 Mann & Rodway, Trowbridge

DOVEY, FREDERICK AUGUSTUS, Plumstead Dec 1 Greenep, Woolwich

DYE, ALICE, Norwich Dec 1 Preston & Son, Norwich

FIFE, ANNE, Aldford st Dec 14 Clarkson & Co, Lime st

GEISSLER, CARL WILHELM, Stuttgart Dec 2 Rehdars & Higgs, Mincing lane

GREEN, LAVINIA, Clapham Dec 6 Bulcraig, Clapham

HOLSTEN, JOHANN JACOB, Upper Clapton, Victualler Dec 31 Loxley & Co, Cheapside

JOHNSON, SAFFERY WILLIAM, Gray's inn sq, Gent Dec 15 Johnson & Son, Gray's inn sq

JONES, ROWLAND, Newport, Shropshire, Grocer Dec 6 Fisher & Hodges, Newport, Salop

MARRIOTT, GEORGIANA MARY, Upton on Severn Dec 10 Collyer-Bristow & Co, Bedford row

MASTERMAN, THOMAS WILLIAM, Tunbridge Wells, Gent Dec 1 Snow & Co, Gt St Thomas Apostle

NELSON, THOMAS, Newcastle on Tyne, Gent Dec 1 Ingledew & Co, Newcastle on Tyne

NEVILL, JAMES HUGH, Sutton Coldfield, Boat Proprietor Dec 1 Ansell & Ashford Birmingham

REYNOLDS, THOMAS WEARE, Cricket St Thomas, Estate Agent Dec 31 Brice, Bridgwater

RICHARDSON, JAMES, Market Weighton, Painter Dec 15 Robson, Pocklington

ROBSON, MARY ISABELLA, Newcastle on Tyne Dec 1 Arnott & Co, Newcastle on Tyne

ROGERS, ELIZA, Kensington pk gdns Dec 6 Leighton & Savory, Clement's inn

ROYDS, CHRISTIANA, Rochdale Dec 7 Stott & Son, Rochdale

SANDERS, SARAH SWANN, Wandsworth Dec 18 Wheatley & Co, New inn

SANDERSON, JOHN, Scarborough, Gent Dec 15 Hick, Scarborough

SMITH, JAMES, Stockport, Grocer Dec 1 Smith, Stockport

STRUTT, CHARLES WILLIAM, Lee, Gent Dec 10 Gamlen & Burdett, Gray's inn sq

TOMLINSON, ELIZABETH WARD, Tunbridge Wells Jan 1 Chubb, Adelphi

TOOLEY, WILLIAM, Highgate hill Dec 15 Sowton, Bedford row

WENT, ISABELLA CLINTON, Thames Ditton Dec 31 Powell & Burt, St Swithin's lane

WOOD, DIANA, Bath Dec Indermaur & Co, Devonshire ter

WREN, MARY JANE, Beckenham Dec 20 Lovell & Co, Gray's inn sq

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 9.

RECEIVING ORDERS.

ADDIS, ANNIE, Chepstow, Spinster Gloucester Pet Oct 17 Ord Nov 5

ASKREN, HENRY CLAUDE, Nottingham, Grocer Nottingham Pet Nov 5 Ord Nov 5

BAKER, ALBERT, Old Ford, Bread Baker High Court Pet Nov 6 Ord Nov 6

BELLAMY, EDWARD, Peterborough, Calf Dealer Peterborough Pet Nov 6 Ord Nov 6

BLACKLER, SYDNEY GEORGE, Plymouth, Butcher Plymouth Pet Nov 6 Ord Nov 6

BLACKMORE, GEORGE, Petersfield, Carpenter Portsmouth Pet Nov 7 Ord Nov 7

BOOKER, THOMAS, Commercial rd, Licensed Victualler High Court Pet Oct 18 Ord Nov 6

BURGESS, GEORGE, Sheffield, Engineer Sheffield Pet Nov 6 Ord Nov 6

CALFOGLOUS, BASIL, Manchester, Merchant Manchester Pet Nov 6 Ord Nov 6

CALLAWAY, JOSEPH, Landport, Tobacconist Portsmouth Pet Nov 5 Ord Nov 5

CHANT, FREDERICK GEORGE, and ROBERT GRIFFITH, High Holborn, Printers High Court Pet Nov 7 Ord Nov 7

COX, GEORGE, South Eaton pl, Horse Dealer High Court Pet Aug 8 Ord Nov 6

COX, HENRY BOON, Portsmouth, Refreshment house Keeper Portsmouth Pet Nov 2 Ord Nov 2

CRAVEN, THOMAS, Kelbrook, Yorks, Overlooker Bradford Pet Nov 6 Ord Nov 6

DALE, JOHN, sen, Normanton, Grocer Derby Pet Nov 5 Ord Nov 5

DAVIES, JOSEPH, Pembroke, Wheelwright Pembroke Dock Pet Nov 6 Ord Nov 6

DEW, OLIVER GEORGE, Liversedge, Boot Maker Dewsbury Pet Nov 6 Ord Nov 6

ELD, GEORGE, Walsall Walsall Pet Nov 2 Ord Nov 3

EVANS, DAVID, Swansea, Tinplate Packer Swansea Pet Nov 5 Ord Nov 5

EDWARDS, JOHN, Ruthin, Innkeeper Wrexham Pet Nov 6 Ord Nov 6

FOSTER, CHARLES JOHN, Barnsley, General Draper Barnsley Pet Nov 5 Ord Nov 5

FULLER, THOMAS, Kelvedon, Essex, Plumber Colchester Pet Nov 6 Ord Nov 6

FULTON, GEORGE, Harrogate, Herbalist York Pet Nov 7 Ord Nov 7

GARNER, HARRY, Hastings, Tailor Hastings Pet Nov 3 Ord Nov 3

GARROD, WILLIAM, Westerfield, Cattle Dealer Ipswich Pet Nov 5 Ord Nov 5

GEE, THOMAS, and THOMAS BENNETT, Norwich, Upholsterers Norwich Pet Oct 26 Ord Nov 5

GILBERT, ALFRED TOM, Wolverhampton, Licensed Victualler Wolverhampton Pet Nov 7 Ord Nov 7

HILL, JOSHUA, Bristol, Carpenter Bristol Pet Nov 7 Ord Nov 7

JONES, MARY, Llanllwni, Grocer Carmarthen Pet Nov 7 Ord Nov 7

KITCHINGMAN, JOHN, Leeds, Coal Dealer Leeds Pet Nov 3 Ord Nov 3

LIPMAN, LEWIS, Manchester sq, Fruiterer High Court Pet Nov 5 Ord Nov 5

MACKIE, ALEXANDER MACKAY, South Shields, Watchmaker Newcastle on Tyne Pet Nov 6 Ord Nov 6

MARVEL, MOSES, Leeds, Fruiterer Leeds Pet Nov 3 Ord Nov 3

MORGAN, THOMAS, Bargoed, Glam, Tea Dealer Merthyr Tydfil Pet Nov 5 Ord Nov 5

MOYLE, VYVYAN HENRY, Ashampstead, Clerk in Holy Orders Reading Pet Sept 24 Ord Nov 3

MUMFORD, JOHN, Scarborough Scarborough Pet Nov 7 Ord Nov 7

OTTAWAY, ABRAHAM, Smarden, Kent, Shoemaker Canterbury Pet Nov 5 Ord Nov 5

PARKER, HENRY JOSEPH, Birmingham, Tobacconist Birmingham Pet Nov 7 Ord Nov 7

POCOCK, AARON FREDERICK, Greenhithe, Boatbuilder Rochester Pet Nov 7 Ord Nov 7

PRYCE, JOSIAH BERTRAND, Gower st High Court Pet Sept 19 Ord Nov 7

RICH, CHARLES, Cardiff, Boatman Cardiff Pet Nov 6 Ord Nov 6

RICHARDS, JOHN, Aberavon, Outfitter Neath Pet Nov 5 Ord Nov 5

ROACH, CHARLES, Hoyland Nether, Yorks, Plumber Barnsley Pet Nov 6 Ord Nov 6

ROGERS, GEORGE HOLGATE, Harrogate, Grocer York Pet Nov 5 Ord Nov 5

ROSLING, HENRY, Langtoft, Farmer Peterborough Pet Nov 6 Ord Nov 6

SALMON, GEORGE WILLIAM, Ashford, Kent, Dairyman Canterbury Pet Nov 7 Ord Nov 7

SCOTT, JAMES, Kendal, Grocer Kendal Pet Oct 24 Ord Nov 7

SHIPLEY, WILLIAM, Leicester, Painter Leicester Pet Nov 6 Ord Nov 6

SIBSON, WILLIAM, Manchester, Accountant Manchester Pet Oct 11 Ord Nov 5

SMALLWOOD, WILLIAM, Walsall, Cycle Agent Walsall Pet Nov 1 Ord Nov 1

SMITH, WILLIAM JONES, Britonferry, Bootmaker Neath Pet Nov 5 Ord Nov 5

WEBB, CHARLES HENRY, Stafford, Cycle Agent Stafford Pet Oct 20 Ord Nov 5

WHITTLE, HENRY, Loughborough, Tailor Leicester Pet Nov 6 Ord Nov 6

WILKIN, ELIJAH, Lower Stonnel, Farmer Walsall Pet Nov 2 Ord Nov 2

WILKINSON, SAMUEL FINCH, Bulwell, Bricklayer Nottingham Pet Nov 5 Ord Nov 2

WILLIAMS, THOMAS, Dowlais, late Cattle Dealer Merthyr Tydfil Pet Nov 7 Ord Nov 7

WOLFF, ARTHUR, Fenchurch st, Wine Merchant High Court Pet Aug 16 Ord Nov 5

The following amended notice is substituted for that published in the London Gazette of Nov. 6 :—

SMITHER, ANNIE MARIE, East Cowes, Draper Ryde Pet Oct 30 Ord Oct 31

The following amended notice is substituted for that published in the London Gazette of Oct. 26 :—

BUTTRICK, ARTHUR BELTON, Liverpool, Merchant Liverpool Pet Oct 24 Ord Oct 24

ORDERS RESCINDING RECEIVING ORDERS.

DRUMMOND, MALCOLM H., Ajaccio, Corsica High Court Rec Ord Oct 12 Rescsn Nov 7

REGAN, WILLIAM FREDERICK, Bernard st, Russell sq, Estate Agent High Court Rec Ord Sept 19 Rescsn Nov 7

RECEIVING ORDER DISCHARGED.

SMYTH, BENJAMIN FINGLASS, Liverpool, out of business Liverpool Rec Ord April 10 Disch Nov 5

FIRST MEETINGS.

BISCHOFSWERDER, DAVID, Plymouth, Diamond Merchant Nov 20 at 2.30 Bankruptcy bldgs, Carey st

CALFOGLOUS, BASIL, Manchester, Merchant Nov 16 at 2.30 Ogden's chmbrs, Bridge st, Manchester

DALE, JOHN, sen, Normanton, Grocer Nov 17 at 11 Off Rec, St James's chmbrs, Derby

DEBENHAM, GEORGE, GtYeldham, Farmer Nov 21 at 11.30 Townhall, Colchester

ELKINS, WILLIAM, Newport, I W, Shoeing Smith Nov 17 at 3.30 19, Quay st, Newport, I W

FLOWERDAY, WILLIAM, Eastbourne, Fruiterer Nov 20 at 12 Coles & Sons, Seaside rd, Eastbourne

FOOTE, WILLIAM, and ROBERT FOOTE, Newcastle on Tyne, Brushmakers Nov 19 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

GILBERT, ALICK, Bushey Heath, Commercial Traveller Nov 16 at 12 Bankruptcy bldgs, Carey st

GOETZ, GEORGE, Mason's avenue, Restaurant Keeper Nov 16 at 2.30 Bankruptcy bldgs, Carey st

GREENWOOD, JOHN WILLIAM, Haworth, Draper Nov 19 at 12 Off Rec, 31, Manor row, Bradford

GREENWOOD, ROBINSON, Maidenhead, Schoolmaster Nov 16 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

HAINSWORTH, JOSEPH, Leeds, Grocer Nov 16 at 11 Off Rec, 22, Park row, Leeds

HELAS, ALFRED JAMES, Pendlebury, Commission Agent Nov 16 at 3 Ogden's chmbrs, Bridge st, Manchester

LIPMAN, LEWIS, Manchester sq, Fruiterer Nov 23 at 12 Bankruptcy bldgs, Carey st

MAYNARD, JOHN, Hemyock, Farmer Nov 17 at 12 Off Rec, 5b, Hammett st, Taunton

MORGAN, JOHN, Gt Russell st, Public house Broker Nov 21 at 2.30 Bankruptcy bldgs, Carey st

NAPPER, WILLIAM, Dorchester, Miller Nov 16 at 12.30 Off Rec, Salisbury

NICHOL, ROBERT, Carlisle, Hay Dealer Nov 20 at 12 12, Lonsdale st, Carlisle

O'NEIL, TIMOTHY, London Bridge, Provision Agent Nov 22 at 11 Bankruptcy bldgs, Carey st

PALEY, EDWIN, Rochdale, Coachbuilder Nov 16 at 11.30 Townhall, Rochdale

PEARSON, GEORGE, Alderton, Glos, Grocer Nov 17 at 3.15 County Court bldgs, Cheltenham

ROE, WILLIAM, Wolverhampton, Baker Nov 22 at 12 Off Rec, Walsall

ROGERS, GEORGE HOLGATE, Harrogate, Grocer Nov 20 at 12.30 Off Rec, 28, Stonegate, York

ROYAL, GEORGE HENRY, Lowestoft, Twinespinner Nov 17 at 12.30 Off Rec, 8, King st, Norwich

SMETHURST, G, Addiscombe Nov 16 at 11.30 24, Railway app, London Bridge

SMITHER, ANNIE MARIA, East Cowes, Draper Nov 17 at 3 19, Quay st, Newport, I W

SPICER, RICHARD WEBSTER, Eccleafield, Yorks, Saddler Nov 16 at 3 Off Rec, Figtree lane, Sheffield

THOMAS, WILLIAM BOWEN, Landport, Tailor Nov 20 at 12.30 145, Cheapside, London

TONGE, WILLIAM, Rochdale, Coachbuilder Nov 16 at 11.15 Townhall, Rochdale

WADE, THOMAS, Clacton on Sea, Bank Manager Nov 21 at 12 Townhall, Colchester

WILLIAMS, JAMES HENRY, Bodmin, Farmer Nov 17 at 10 Off Rec, Boscawen st, Truro

ADJUDICATIONS.

AKESTER, WILLIAM HOPKIN, Fulham rd, Electrician High Court Pet Sept 26 Ord Nov 6

ASKREN, HENRY CLAUDE, Nottingham, Grocer Nottingham Pet Nov 5 Ord Nov 5

BAKER, ALBERT, Old Ford, Bread Baker High Court Pet Nov 6 Ord Nov 6

BELLAMY, EDWARD, Peterborough, Calf Dealer Peterborough Pet Nov 6 Ord Nov 6

BLACKLER, SYDNEY GEORGE, Plymouth, Butcher Plymouth Pet Nov 6 Ord Nov 7

BLACKMORE, GEORGE, Petersfield, Carpenter Portsmouth Pet Nov 5 Ord Nov 7

BURGESS, GEORGE, Sheffield, Engineer Sheffield Pet Nov 6 Ord Nov 6

CALLAWAY, JOSEPH, Landport, Tobacconist Portsmouth Pet Nov 5 Ord Nov 5

CARDEN, ALFRED, Brighton, Architect Brighton Pet Oct 31 Ord Nov 2

COX, HENRY BOON, Portsmouth, Refreshment house Keeper Portsmouth Pet Nov 2 Ord Nov 2

DALE, JOHN, sen, Normanton, Grocer Derby Pet Nov 5 Ord Nov 5

DEW, OLIVER GEORGE, Liversedge, Boot Maker Dewsbury Pet Nov 5 Ord Nov 6

EVANS, DAVID, Swansea, Tin plate Packer Swansea Pet Nov 5 Ord Nov 5

FOSTER, CHARLES JOHN, Barnsley, Draper Barnsley Pet Nov 5 Ord Nov 5

FULLER, THOMAS, Kelvedon, Plumber Colchester Pet Nov 5 Ord Nov 6

FULTON, GEORGE, Harrogate, Herbalist York Pet Nov 7 Ord Nov 7

GARROD, WILLIAM, Westerfield, Cattle Dealer Ipswich Pet Nov 5 Ord Nov 5

GILBERT, ALFRED TOM, Wolverhampton, Licensed Victualler Wolverhampton Pet Nov 6 Ord Nov 7

HILL, JOSHUA, Bristol, Carpenter Bristol Pet Nov 7 Ord Nov 7

JACKSON, JOSHUA, Dewsbury, Estate Agent Dewsbury Pet Oct 19 Ord Nov 3

JONES, MARY, Llanllwni, Grocer Carmarthen Pet Nov 7 Ord Nov 7

KITCHINGMAN, JOHN, Leeds, Coal Dealer Leeds Pet Nov 3 Ord Nov 3

LIPMAN, LEWIS, Manchester sq, Fruiterer High Court Pet Nov 5 Ord Nov 5

MACKIE, ALEXANDER MACKAY, South Shields, Watchmaker Newcastle on Tyne Pet Nov 6 Ord Nov 6

MARVEL, MOSES, Leeds, Fruiterer Leeds Pet Nov 3 Ord Nov 3

MAYNARD, JOHN, Hemyock, Devon, Farmer Taunton Pet Oct 24 Pet Nov 6

MCKIE, WILLIAM, Blackburn, Draper Blackburn Pet Oct 18 Ord Nov 5

MORGAN, THOMAS, Bargoed, Glam, Tea Dealer Merthyr Tydfil Pet Nov 5 Ord Nov 5

MUMFORD, JOHN, Scarborough Scarborough Pet Nov 7 Ord Nov 7

OTTOWAY, ABRAHAM, Smarden, Shoemaker Canterbury Pet Nov 5 Ord Nov 5

POCOCK, AARON FREDERICK, Greenhithe, Boatbuilder Rochester Pet Nov 6 Ord Nov 7

RICH, CHARLES, Cardiff, Boatman Cardiff Pet Nov 6 Ord Nov 6

RICHARDS, JOHN, Aberavon, Outfitter Neath Pet Nov 5 Ord Nov 5

ROACH, CHARLES, Hoyland Nether, Yorks, Plumber Barnsley Pet Nov 6 Ord Nov 6

ROGERS, GEORGE HOLGATE, Harrogate, Grocer York Nov 5 Ord Nov 5

ROSLING, HENRY, Langtoft, Farmer Peterborough Pet Nov 5 Ord Nov 6

SHIPLEY, WILLIAM, Leicester, Painter Leicester Pet Nov 6 Ord Nov 6

SMALLWOOD, WILLIAM, Walsall, Cycle Agent Walsall Pet Nov 1 Ord Nov 5

STANLEY, ISRAEL, Buckingham, Bricklayer Banbury Pet Oct 31 Ord Nov 7

SWARBRICK, JOHN WHITELEY, and EDWIN JOSEPH EVANS SWARBRICK, Barnet, Wine Merchants Barnet Pet Oct 22 Ord Nov 3

WEBB, CHARLES HENRY, Stafford, Cycle Agent Stafford Pet Oct 20 Ord Nov 5

WILKINSON, SAMUEL FINCH, Bulwell, Bricklayer Nottingham Pet Nov 5 Ord Nov 5

WILLIAMS, THOMAS, Dowlais, Cattle Dealer Merthyr Tydfil Pet Nov 7 Ord Nov 7

ADJUDICATION ANNULLED.

SMYTH, BENJAMIN FINGLASS, Liverpool, out of business Liverpool Adjud April 18 Annul Nov 5

London Gazette.—TUESDAY, Nov. 13.

RECEIVING ORDERS.

ABRAHAM, FREDERICK WILLIAM, Woking, Auctioneer Guildford Pet Nov 8 Ord Nov 8

BISHOP, JOSEPH HENRY, Gt Grimsby, Grocer Gt Grimsby Pet Nov 8 Ord Nov 8

BUCKLEY, MAY, Llandudno, Boarding-house Keeper Bangor Pet Nov 9 Ord Nov 9

BURTON, WILLIAM, Slater Wakefield Pet Nov 7 Ord Nov 7

BYWATER, WILLIAM, Wyke, Yorks, Painter Bradford Pet Nov 8 Ord Nov 8

CREASER, GEORGE, Filey, Yorks, Tailor Scarborough Pet Nov 10 Ord Nov 10

DAVENPORT, HERBERT, Aberavon, Linoleum Dealer Manchester Pet Nov 9 Ord Nov 9

DIGBY, WYATT, Brabant court, Solicitor High Court Pet Sept 5 Ord Nov 9

DINN, HENRY, Watling st, Solicitor High Court Pet Oct 9 Ord Nov 9

EAGLING, JAMES, Garvestone, Farmer Norwich Pet Oct 27 Ord Nov 9

FISH, CHARLES, Richmond, Baker Wandsworth Pet Nov 6 Ord Nov 8

FOORT, JAMES EDWARD, Brighton, Restaurant Keeper Brighton Pet Nov 9 Ord Nov 10

GOSTLING, JOHN CUBITT, Gt Tower st, Cement Merchant High Court Ord Oct 27

HALTON, WILLIAM, jun, Saltburn by the Sea, Watchmaker Stockton on Tees Pet Oct 9 Ord Nov 7

HAMILTON, CHARLES WILLIAM, Herne Hill, Club Steward High Court Pet Nov 10 Ord Nov 10

HARDWICK, WILLIAM JOHN, Thame, Schoolmaster Aylesbury Pet Nov 8 Ord Nov 8

HARE, MICHAEL, Arundel st, Cigar Dealer High Court Pet July 13 Ord Nov 9

HARRISON, WILLIAM ROBINSON, Hesehaus, Durham, Innkeeper Stockton on Tees Pet Nov 7 Ord Nov 7

HEMINGWAY, JOHN, Goole, Farmer Wakefield Pet Nov 8 Ord Nov 8

HORSWELL, JAMES, Richmond Wandsworth Pet Oct 8 Ord Nov 8

IVATT, ROBERT MARTIN, Cottenham, Farmer Cambridge Pet Nov 9 Ord Nov 9

JERDEIN, EDWARD, Lancaster pl, Coal Merchant High Court Pet Nov 8 Ord Nov 8

JERRARD, H PAUL, Marylebone, Silversmith High Court Pet Nov 5 Ord Nov 9

FOSTER, CHARLES JOHN, Barnsley, Draper Barnsley Pet Nov 5 Ord Nov 5

FULLER, THOMAS, Kelvedon, Plumber Colchester Pet Nov 5 Ord Nov 6

FULTON, GEORGE, Harrogate, Herbalist York Pet Nov 7 Ord Nov 7

GARROD, WILLIAM, Westerfield, Cattle Dealer Ipswich Pet Nov 5 Ord Nov 5

GILBERT, ALFRED TOM, Wolverhampton, Licensed Victualler Wolverhampton Pet Nov 6 Ord Nov 7

HILL, JOSHUA, Bristol, Carpenter Bristol Pet Nov 7 Ord Nov 7

JACKSON, JOSHUA, Dewsbury, Estate Agent Dewsbury Pet Oct 19 Ord Nov 3

JONES, MARY, Llanllwni, Grocer Carmarthen Pet Nov 7 Ord Nov 7

KITCHINGMAN, JOHN, Leeds, Coal Dealer Leeds Pet Nov 3 Ord Nov 3

LIPMAN, LEWIS, Manchester sq, Fruiterer High Court Pet Nov 5 Ord Nov 5

MACKIE, ALEXANDER MACKAY, South Shields, Watchmaker Newcastle on Tyne Pet Nov 6 Ord Nov 6

MARVEL, MOSES, Leeds, Fruiterer Leeds Pet Nov 3 Ord Nov 3

MAYNARD, JOHN, Hemyock, Devon, Farmer Taunton Pet Oct 24 Pet Nov 6

MCKIE, WILLIAM, Blackburn, Draper Blackburn Pet Oct 18 Ord Nov 5

MORGAN, THOMAS, Bargoed, Glam, Tea Dealer Merthyr Tydfil Pet Nov 5 Ord Nov 5

MUMFORD, JOHN, Scarborough Scarborough Pet Nov 7 Ord Nov 7

OTTOWAY, ABRAHAM, Smarden, Shoemaker Canterbury Pet Nov 5 Ord Nov 5

POCOCK, AARON FREDERICK, Greenhithe, Boatbuilder Rochester Pet Nov 6 Ord Nov 7

RICH, CHARLES, Cardiff, Boatman Cardiff Pet Nov 6 Ord Nov 6

RICHARDS, JOHN, Aberavon, Outfitter Neath Pet Nov 5 Ord Nov 5

ROACH, CHARLES, Hoyland Nether, Yorks, Plumber Barnsley Pet Nov 6 Ord Nov 6

ROGERS, GEORGE HOLGATE, Harrogate, Grocer York Nov 5 Ord Nov 5

ROSLING, HENRY, Langtoft, Farmer Peterborough Pet Nov 5 Ord Nov 6

SHIPLEY, WILLIAM, Leicester, Painter Leicester Pet Nov 6 Ord Nov 6

SMALLWOOD, WILLIAM, Walsall, Cycle Agent Walsall Pet Nov 1 Ord Nov 5

STANLEY, ISRAEL, Buckingham, Bricklayer Banbury Pet Oct 31 Ord Nov 7

SWARBRICK, JOHN WHITELEY, and EDWIN JOSEPH EVANS SWARBRICK, Barnet, Wine Merchants Barnet Pet Oct 22 Ord Nov 3

WEBB, CHARLES HENRY, Stafford, Cycle Agent Stafford Pet Oct 20 Ord Nov 5

WILKINSON, SAMUEL FINCH, Bulwell, Bricklayer Nottingham Pet Nov 5 Ord Nov 5

WILLIAMS, THOMAS, Dowlais, Cattle Dealer Merthyr Tydfil Pet Nov 7 Ord Nov 7

JOLLIFFE, HENRY GEORGE, Landport, Dairyman Portsmouth Pet Nov 9 Ord Nov 9
JOSEPH, REES, Aberavon, Tinworker Neath Pet Nov 10 Ord Nov 10
LEVER, THOMAS, Farnworth, Coal Dealer Bolton Pet Nov 10 Ord Nov 10
LIVSEY, HENRY, Bristol, Fishmonger Bristol Pet Nov 10 Ord Nov 10
NEWTON, NEVILLE, Newmarket, Farmer Cambridge Pet Nov 10 Ord Nov 10
ONYETT, FREDERICK, Warboys, Baker's Assistant Peterborough Pet Nov 10 Ord Nov 10
RICE, JAMES, and CHARLES BENTLEY JEFFREYS, Birmingham, Tailors Birmingham Pet Oct 30 Ord Nov 10
ROSS, EMMET HOLMES, New Broad st High Court Pet Oct 18 Ord Nov 10
SAWREY-COOKSON, ERNEST EDWARD, Gent High Court Pet June 7 Ord Nov 8
SHEPPARD, H G, Coventry st, Gent High Court Pet Oct 15 Ord Nov 8
SILVESTER, WILLIAM HENRY, Sheffield, Bootmaker Sheffield Pet Nov 9 Ord Nov 9
SOUTH, CHARLES THOMAS, Peckham, Baker High Court Pet Oct 17 Ord Nov 8
SOUTHWORTH, EDWARD, Feniscowles, Farmer Blackburn Pet Oct 26 Ord Nov 9
STRADMAN, WILLIAM, Swanley, Farmer Rochester Pet Oct 25 Ord Nov 8
SUTHERLAND, WILLIAM JOHN EDWARD G, Malta, Lieutenant Colonel High Court Pet Oct 8 Ord Nov 8
TAYLOR, WILLIAM, Wandsworth, Shafting Agent Wandsworth Pet Sept 28 Ord Nov 8
THAYER, THOMAS HENRY, Kensington, Gent High Court Pet Oct 19 Ord Nov 8
TOZER, EDGAR, Gt Winchester st, Solicitor High Court Pet Sept 21 Ord Nov 8
WATERS, AMOS, Astcote, Northampton, Shoe Foreman Northampton Pet Nov 7 Ord Nov 7
WATSON, JOHN WILLIAM HAZELDINE, Twickenham, Auctioneer Brentford Pet Nov 9 Ord Nov 9
WILKINSON, THOMAS, Swansea, Journeyman Mason Swansea Pet Nov 8 Ord Nov 8
WILSON, ARTHUR, Leeds, Beerseller Leeds Pet Nov 8 Ord Nov 8
WRIGHT, THOMAS EDWARD, Walsall, Ironworker Walsall Pet Nov 8 Ord Nov 8

The following amended notice is substituted for that published in the London Gazette of the 6th Nov. :—

GOODWIN, JAMES, Hartfield, Sussex, Farmer Tunbridge Wells Pet Nov 3 Ord Nov 3

The following amended notice is substituted for that published in the London Gazette of the 9th Nov. :—

SISSON, WILLIAM, Manchester, Accountant Manchester Pet Oct 11 Ord Nov 5

FIRST MEETINGS.

ASHBEE, HENRY CLAUDE, Nottingham, Grocer Nov 20 at 12 Off Rec, St Peter's Church walk, Nottingham
BAKER, ALBERT, Old Ford, Bread Baker Nov 23 at 2 Bankruptcy bldgs, Carey st
BARKER, EDWIN TUMMON, Solicitor Nov 21 at 11 Leeds Law Institution, 1A, Albion pl, Leeds
BELLAMY, EDWARD, Peterborough, Calf Dealer Nov 28 at 12 Law Courts, New rd, Peterborough
BLACKLER, SYDNEY GEORGE, Plymouth, Butcher Nov 22 at 11 10, Athenæum ter, Plymouth
BOLLE, DE LASALLE, AUGUSTUS, St Albans, Colonel Nov 20 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
BROWNE, HARRY WILLIAM, Hoxne, Suffolk Nov 23 at 12 Bankruptcy bldgs, Carey st
BYWATER, WILLIAM, Wyke, Yorks, Painter Nov 22 at 11 Off Rec, 31, Manor row, Bradford
CLARIDGE, FRANK ERNEST SHELLEY, Guilford st, Major Nov 23 at 11 Bankruptcy bldgs, Carey st
COOK, JOHN WILLIAM, Walsall, Grocer Nov 23 at 10.30 Off Rec, Walsall
CRAVEN, THOMAS, Kelbrook, Overlooker Nov 21 at 11 Off Rec, 31, Manor row, Bradford
DAVIES, JOSEPH, Pembroke, Wheelwright Nov 20 at 2.45 Temperance Hall, Pembroke Dock
DENTON, WALTER, Brigg, Ironmonger Nov 21 at 12 Off Rec, 15, Osborne st, Gt Grimsby
ELD, GEORGE, Walsall Nov 23 at 11 Off Rec, Walsall
FULLER, THOMAS, Kelvedon, Essex, Plumber Nov 21 at 11 Townhall, Colchester
FULTON, GEORGE, Harrogate, Herbalist Nov 21 at 12.30 Off Rec, 26, Stonegate, York
GARROD, WILLIAM, Westerfield, Cattle Dealer Nov 20 at 12 Off Rec, 36, Princes st, Ipswich
GEE, THOMAS, and THOMAS BENNETT, Norwich, Upholsterers Nov 20 at 3 Off Rec, 8, King st, Norwich
HILTON, JAMES, Oldham, Contractor Nov 20 at 11 Off Rec Bank chmbrs, Queen st, Oldham
HOEY, JOHN WILLIAM ADAM, Brighouse, Whiting Manufacturer Nov 21 at 11 Off Rec, Townhall chmbrs, Halifax
JAMES, THOMAS, Waltham Cross, Builder Nov 20 at 3 Off Rec, 94, Temple chmbrs, Temple avenue
KITCHINGMAN, JOHN, Leeds, Coal Dealer Nov 23 at 11 Off Rec, 22, Park row, Leeds
LUARD, THOMAS INGLIS, Colchester, Clerk in Holy Orders Nov 22 at 12.15 Great Eastern Hotel, Liverpool st, London
MULLONEY, SAMUEL WHITEHALL, New Broad st, Commission Agent Nov 23 at 2.30 Bankruptcy bldgs, Carey st
OTTOWAY, ABRAHAM, Smarden, Shoemaker Nov 30 at 12 Off Rec, 73, Castle st, Canterbury
POCOCK, AARON FREDERICK, Greenhithe, Boat Builder Nov 26 at 11.30 Off Rec, Rochester
ROBINS, GEORGE NORMAN, Harringay, Surgeon Nov 21 at 2.30 Bankruptcy bldgs, Carey st
ROSLING, HENRY, Langtoft, Farmer Nov 28 at 12 Law Courts, New rd, Peterborough
SALMON, GEORGE WILLIAM, Ashford, Kent, Dairyman Nov 30 at 12.30 Off Rec, 73, Castle st, Canterbury
SKIPSEY, JOHN ROBERT, Blackburn, Draper Dec 5 at 1.30 County Court house, Blackburn
SMALLWOOD, WILLIAM, Walsall, Cycle Agent Nov 21 at 11.30 Off Rec, Walsall
STRADMAN, WILLIAM, Swanley, Farmer Dec 3 at 11.30 Off Rec, Rochester
STEWARD, RICHARD JAMES, Cardiff, Tailor Nov 22 at 11 Off Rec, 29, Queen st, Cardiff
STOCKLEY, RICHARD, Smethwick, Butcher Nov 21 at 2 County Court, W Bromwich
SUMMERFIELD, JOHN HAROLD, JAMES ROBINSON, and JOHN SINCLAIR PETRIE, Birmingham Nov 27 at 11 23, Colmore row, Birmingham
TEMPERTON, JOHN HENRY, Stapenhill, Draper Nov 20 at 3 Off Rec, St James's chmbrs, Derby
THOMAS, SARAH ELIZABETH, Tenby, Grocer Nov 20 at 2.30 Temperance Hall, Pembroke Dock
WARD, ALFRED, Ambleside, Butcher Nov 24 at 12 120, Highgate, Kendal
WARR, BETHEL, Dunstable, Ribbon Merchant Nov 21 at 12.30 Chamber of Commerce, 145, Cheapside, London
WHITTLE, JOHN THOMAS PARKER, Birmingham Nov 23 at 11 23, Colmore row, Birmidgham
WILKIN, ELIJAH, Lower Stonnall, Farmer Nov 28 at 11.30 Off Rec, Walsall
WILKINSON, SAMUEL FINCH, Bulwell, Bricklayer Nov 20 at 11 Off Rec, St Peter's Church walk, Nottingham
WRIGHT & Co, Aylesbury, Tailors Nov 20 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
WYRE, THOMAS JOSEPH, West Bromwich, Tobacconist Nov 21 at 2.10 County Court, West Bromwich

ADJUDICATIONS.

ABRAHAM, FREDERICK WILLIAM, Woking, Surrey, Auctioneer Guildford Pet Nov 8 Ord Nov 8
ATHERTON, EDWARD, Liscard, Blacksmith Birkenhead Pet Sept 11 Ord Nov 9
BEAGLEY, WILLIAM, Chilworth, Surrey, Carpenter Guildford Pet Oct 27 Ord Nov 8
BISHOP, JOSEPH HENRY, Gt Grimsby, Grocer Gt Grimsby Pet Nov 8 Ord Nov 8
BOLLE DE LASALLE, AUGUSTUS, St Albans, Colonel St Albans Pet Sept 22 Ord Nov 7
BUCKLEY, MAY, Llandudno, Boarding House Keeper Bangor Pet Nov 9 Ord Nov 9
BURTON, WILLIAM, Pontefract, Slater Wakefield Pet Nov 7 Ord Nov 7
BYWATER, WILLIAM, Wyke, Yorks, Painter Bradford Pet Nov 8 Ord Nov 8
CHANT, FREDERICK GEORGE, and ROBERT GRIFFITH, High Holborn, Printers High Court Pet Nov 7 Ord Nov 7
CHAPPLE, EDWIN, Gt Torrington, Gent Barnstaple Pet Sept 21 Ord Nov 10
CLARIDGE, FRANK ERNEST SHELLEY, Guilford st, Major High Court Pet Sept 26 Ord Nov 7
COLES, ALFRED HENRY, Blandford, Upholsterer Dorchester Pet Oct 20 Ord Nov 10
COSTIN, OLIVER GEORGE, St Albans, Butcher St Albans Pet Nov 1 Ord Nov 7
COUSINS, ELIZA, Cliffe, Kent, Market Gardener High Court Pet Aug 6 Ord Nov 7
COX, FREDERICK JOHN, Camden Town, Engineer High Court Pet Oct 16 Ord Nov 7
CRAVEN, THOMAS, Kelbrook, Overlooker Bradford Pet Nov 5 Ord Nov 9
CRESSER, GEORGE, Filey, Yorks, Tailor Scarborough Pet Nov 10 Ord Nov 10
DAVENPORT, HERBERT, Manchester, Linoleum Dealer Manchester Pet Nov 9 Ord Nov 9
DAVIES, JOSEPH, Pembroke, Wheelwright Pembroke Dock Pet Nov 6 Ord Nov 10
DODS, MATILDA LEES, Birmingham, Restaurant Proprietress Birmingham Pet Nov 2 Ord Nov 8
EAGLE, HENRY, Newcastle on Tyne, Printer Newcastle on Tyne Pet Oct 6 Ord Nov 5
EAGLING, JAMES, Garvestone, Farmer Norwich Pet Oct 27 Ord Nov 9
ELD, GEORGE, Walsall Walsall Pet Nov 2 Ord Nov 5
GOODWIN, JAMES, Hartfield, Sussex, Farmer Tunbridge Wells Pet Nov 3 Ord Nov 8
HAMILTON, CHARLES WILLIAM, Herne Hill, Club Steward High Court Pet Nov 10 Ord Nov 10
HARRISON, WILLIAM ROBINSON, Neasham, Durham, Innkeeper Stockton on Tees Pet Nov 7 Ord Nov 7
HEMINGWAY, JOHN, Goole, Farmer Wakefield Pet Nov 8 Ord Nov 8
HOEY, JOHN WILLIAM ADAM, Brighouse, Yorks, Whiting Manufacturer Halifax Pet Nov 7 Ord Nov 7
HUMPHREYS, JOHN, Cardigan, Farmer Aberystwith Pet Sept 4 Ord Nov 10
HURL, CHARLES READ, Southwark, Builder High Court Pet Oct 11 Ord Nov 10
IVATT, ROBERT MARTIN, Cottenham, Farmer Cambridge Pet Nov 9 Ord Nov 9
JERDEIN, EDWARD, Lancaster pl, Coal Merchant High Court Pet Nov 8 Ord Nov 8
JOLLIFFE, HENRY GEORGE, Landport, Dairyman Portsmouth Pet Nov 9 Ord Nov 9
JOSEPH, LOUIS, Cardiff, Financial Agent Cardiff Pet Sept 25 Ord Nov 8
JOSEPH, REES, Aberavon, Tin Worker Neath Pet Nov 10 Ord Nov 10
KING, RUDOLPH, and WILLIAM SAMUEL BERSLEY, Birmingham, Jewellers Birmingham Pet April 30 Ord Nov 9
LEVER, THOMAS, Farnworth, Coal Dealer Bolton Pet Nov 10 Ord Nov 10
LLOYD, JOHN VAUGHAN, Warrington, Builder Warrington Pet Oct 18 Ord Nov 10
MCKECHNIE, JOHN ANDERSON RAE, Anerley, Lieut Col Croydon Pet Oct 30 Ord Nov 5
ONYETT, FREDERICK, Warboys, Baker's Assistant Peterborough Pet Nov 10 Ord Nov 10
SILVESTER, WILLIAM HENRY, Sheffield, Bootmaker Sheffield Pet Nov 9 Ord Nov 9
SINGH, PRINCE SOOCHAIT OF CHUMBA, Shepherd's Bush High Court Pet Aug 15 Ord Nov 8
SKINNER, WALTER ATKIN, Wadhurst, Sussex, Builder Tunbridge Wells Pet Nov 1 Ord Nov 8
SMITH, WILLIAM JONES, Briton Ferry, Bootmaker Neath Pet Nov 5 Ord Nov 9
STEWARD, RICHARD JAMES, Cardiff, Tailor Cardiff Pet Oct 12 Ord Nov 8
UNDERWOOD, —, and TOLKIEN, —, Fore st, Hosiers High Court Pet Sept 22 Ord Nov 8
WALLER, MORRIS, Charterhouse st High Court Pet Oct 9 Ord Nov 8
WATERS, AMOS, Astcote, Northants, Shoe Foreman Northampton Pet Nov 7 Ord Nov 7
WHITTLE, JOHN THOMAS PARKER, Birmingham Birmingham Pet Sept 19 Ord Nov 9
WILKIN, ELIJAH, Lower Stonnall, Farmer Walsall Pet Nov 2 Ord Nov 2
WILKINSON, THOMAS, Swansea, Mason Swansea Pet Nov 8 Ord Nov 8
WILSON, ARTHUR, Leeds, Beerseller Leeds Pet Nov 8 Ord Nov 8

ADJUDICATION ANNULLED.

SCOTT, THOMAS COCK, Heaton, Newcastle on Tyne, Yeast Importer Newcastle on Tyne Adjud July 25 Annul Nov 9

SALES OF ENSUING WEEK.

Nov. 19.—Messrs. BAKER & SONS, at the Red Lion Hotel, Tottenham, at 6 for 7 o'clock, Freehold Building Plots (see advertisement, Nov. 3, p. 20).

Nov. 19.—Messrs. WOOTTON & GREEN, at the Mart, E.C., at 2 o'clock, Freehold Ground-Rents and Leasehold Properties (see advertisement, Nov. 10, p. 4).

Nov. 20.—Messrs. EDMUND ROBINS & HINE, at the Mart, E.C., at 2 o'clock, Freehold Building Land and Leasehold Residences (see advertisements, Nov. 3, p. 20).

Nov. 20.—Messrs. S. WALKER & RUNTZ, at the Mart, E.C., at 2 o'clock, Freehold Ground-Rent (see advertisement, Oct. 6, 20; Nov. 10; this week, p. 4).

Nov. 21, 22, and 23.—Mr. ROBERT REID, at the Mart, E.C., at 2 o'clock, Freehold Ground-Rents (see advertisement, Oct. 27, p. 4).

Nov. 23.—Messrs. ELLIS & SON, at the Mart, E.C., at 2 o'clock, Leasehold Residences (see advertisements, Nov. 3, p. 19).

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